

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
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Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Immigration Holding Centre	
Solicitation No. - N° de l'invitation 47636-178281/C	Date 2014-08-22
Client Reference No. - N° de référence du client 47636-178281	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-224-6658	
File No. - N° de dossier TOR-3-36295 (224)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-10-06	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Juan, Peggy	Buyer Id - Id de l'acheteur tor224
Telephone No. - N° de téléphone (905) 615-2467 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY Entrance 2B 6900 Airport Road Mississauga Ontario L4V1E8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

Solicitation No. - N° de l'invitation

47636-178281/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor224

Client Ref. No. - N° de réf. du client

47636-178281

File No. - N° du dossier

TOR-3-36295

CCC No./N° CCC - FMS No/ N° VME

Se reporter au document en pièce jointe.

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TITRE Centre de surveillance de l'Immigration

PARTIE 1 - RENSEIGNEMENTS GÉNÉRAUX

1. Introduction

La demande de soumissions contient sept parties, ainsi que des pièces jointes et des annexes, et elle est divisée comme suit:

- | | |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Partie 1 | Renseignements généraux : renferme une description générale du besoin; |
| Partie 2 | Instructions à l'intention des soumissionnaires : renferme les instructions, clauses et conditions relatives à la demande de soumissions; |
| Partie 3 | Instructions pour la préparation des soumissions : donne aux soumissionnaires les instructions pour préparer leur soumission; |
| Partie 4 | Procédures d'évaluation et méthode de sélection : décrit la façon selon laquelle se déroulera l'évaluation et présente les critères d'évaluation auxquels on doit répondre dans la soumission, ainsi que la méthode de sélection; |
| Partie 5 | Attestations : comprend les attestations à fournir; |
| Partie 6 | Exigences relatives à la sécurité, exigences financières et autres exigences : comprend des exigences particulières auxquelles les soumissionnaires doivent répondre; et |
| Partie 7 | Clauses du contrat subséquent: contient les clauses et les conditions qui s'appliqueront à tout contrat subséquent. |

Les annexes comprennent l'Énoncé des travaux, la Base de paiement, la liste de vérification des exigences relatives à la sécurité, les exigences en matière d'assurances, et toute autre annexe.

2. Sommaire

L'Agence des services frontaliers du Canada (ASFC) doit pouvoir disposer d'un Centre de surveillance de l'immigration (CSI) devant être entièrement opérationnel au plus tard dix-huit mois après la date d'attribution du contrat. L'entrepreneur doit fournir l'installation, les services d'entretien ménager, les services d'entretien de l'immeuble et les services de restauration conformément aux exigences précisées dans la Demande de propositions (DDP), à l'Annexe A, Énoncé des travaux.

L'installation doit pouvoir héberger au moins 190 personnes et avoir la capacité d'accueillir 50 personnes supplémentaires de temps à autre, au besoin. Il y a également l'option de pouvoir héberger 40 personnes supplémentaires, ce qui sera exercée dans les 90 jours suivant l'attribution du contrat, au besoin. Au fil des années, du 1^{er} avril 2011 au 31 mars 2013, le nombre moyen de personnes hébergées dans l'installation était d'environ 122 par jour, mais ce nombre devrait augmenter.

Toute installation proposée doit satisfaire à toutes les exigences précisées à l'Annexe A et lors de toutes les réunions de planification qui suivront l'attribution du contrat, à la satisfaction du chargé de projet, avant l'occupation des locaux.

La demande de propositions contient également une disposition relative à la location de locaux, au sein du CSI, à la Commission de l'immigration et du statut de réfugié (CISR). Il n'est pas

obligatoire pour le soumissionnaire de fournir des locaux pour la CISR, mais il est toutefois désirable d'avoir les deux organismes installés dans le même édifice.

La période du contrat s'étend de la date d'attribution au 31 mars 2022, et comprend trois options de prolongation d'une année chacune. La date d'occupation sera fixée d'un commun accord par l'entrepreneur et le Canada mais ne devrait pas être postérieure au 1^{er} janvier 2017 (date d'occupation).

L'installation proposée doit être située dans la Région du Grand Toronto, dans la province de l'Ontario, dans le secteur délimité au nord par Derry Road, au sud par l'avenue Eglinton, à l'ouest par Tomken Road et à l'est par Martin Grove Road. L'adresse municipale de cette installation doit être sur l'un ou l'autre des côtés de ces rues. Si le CSI se situe sur l'une des rues limitrophes, l'entrée et la sortie de l'édifice doivent être accessibles à partir de la rue limitrophe en question.

Ce besoin comporte des exigences relatives à la sécurité. Pour de plus amples renseignements, consulter la Partie 6, Exigences relatives à la sécurité, exigences financières et autres exigences, et la Partie 7, Clauses du contrat subséquent. Pour de plus amples renseignements sur les enquêtes de sécurité sur le personnel et les organismes, les soumissionnaires devraient consulter le site Web de la Direction de la sécurité industrielle canadienne (DSIC), Programme de sécurité industrielle de Travaux publics et Services gouvernementaux Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-fra.html>).

Les soumissionnaires doivent fournir une liste de noms ou tout autre documentation connexe, selon les besoins, conformément à l'article 01 des instructions uniformisées 2003 et 2004.

Pour les besoins de services, les soumissionnaires qui touchent une pension ou qui ont reçu un paiement forfaitaire, doivent fournir les renseignements demandés, tel que décrit à l'article 3 de la Partie 2 de la demande de soumissions. »

Ce besoin est assujéti aux dispositions de l'Accord sur les marchés publics de l'Organisation mondiale du commerce (AMP-OMC) et de l'Accord sur le commerce intérieur (ACI).

Une exigence du Programme de contrats fédéraux pour l'équité en matière d'emploi est associée au présent besoin; veuillez vous référer à la Partie 5 - Attestations, la Partie 7 - Clauses du contrat subséquent et l'annexe intitulée Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation

Une visite obligatoire des lieux et une conférence à l'intention des soumissionnaires auront lieu le 11 septembre 2014 à 9 h, HAE, au 385, boulevard Rexdale, à Toronto, en Ontario. Les soumissionnaires doivent communiquer avec l'autorité contractante au plus tard le 9 septembre 2014 à 14 h, HAE avant la visite prévue pour confirmer leur participation, et fournir le nom de la ou des personnes qui seront présentes, ainsi qu'une liste des questions qu'ils souhaiteraient soulever. Les soumissionnaires devront signer un formulaire de présence au début de la visite obligatoire des lieux. Tout changement ou précision résultant de la visite des lieux sera inclus à titre de modification à la demande de soumission. Aucun autre rendez-vous ne sera accordé aux soumissionnaires qui ne participeront pas à la visite ou qui n'enverront pas de représentant, et leur soumission sera jugée irrecevable. Il est important que les soumissionnaires fournissent le nom des participants au moment prévu avant la visite obligatoire des lieux pour que ces derniers puissent être autorisés à entrer dans l'installation.

3. Compte rendu

Les soumissionnaires peuvent demander un compte rendu des résultats du processus de demande de soumissions. Les soumissionnaires devraient en faire la demande à l'autorité contractante dans les 15 jours ouvrables, suivant la réception des résultats du processus de

demande de soumissions. Le compte rendu peut être fourni par écrit, par téléphone ou en personne.

PARTIE 2 - INSTRUCTIONS À L'INTENTION DES SOUMISSIONNAIRES

1. Instructions, clauses et conditions uniformisées

Toutes les instructions, clauses et conditions identifiées dans la demande de soumissions par un numéro, une date et un titre sont reproduites dans le *Guide des clauses et conditions uniformisées d'achat*(<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) publié par Travaux publics et Services gouvernementaux Canada.

Les soumissionnaires qui présentent une soumission s'engagent à respecter les instructions, les clauses et les conditions de la demande de soumissions, et acceptent les clauses et les conditions du contrat subséquent.

Le document 2003, (2014-06-26) Instructions uniformisées - biens ou services - besoins concurrentiels, est incorporé par renvoi dans la demande de soumissions et en fait partie intégrante.

Le paragraphe 5.4 du document 2003, Instructions uniformisées - biens ou services - besoins concurrentiels, est modifié comme suit :

Supprimer : soixante (60) jours

Insérer : deux-cent soixante-dix (270) jours

2. Présentation des soumissions

Les soumissions doivent être présentées uniquement au Module de réception des soumissions de Travaux publics et Services gouvernementaux Canada (TPSGC) au plus tard à la date, à l'heure et à l'endroit indiqués à la page 1 de la demande de soumissions.

En raison du caractère de la demande de soumissions, les soumissions transmises par télécopieur à l'intention de TPSGC ne seront pas acceptées.

3. Ancien fonctionnaire

Les contrats attribués à des anciens fonctionnaires qui touchent une pension ou qui ont reçu un paiement forfaitaire doivent résister à l'examen scrupuleux du public et constituer une dépense équitable des fonds publics. Afin de respecter les politiques et les directives du Conseil du Trésor sur les contrats attribués à des anciens fonctionnaires, les soumissionnaires doivent fournir l'information exigée ci-dessous avant l'attribution du contrat. Si la réponse aux questions et, s'il y a lieu les renseignements requis, n'ont pas été fournis par le temps où l'évaluation des soumissions est complétée, le Canada informera le soumissionnaire du délai à l'intérieur duquel l'information doit être fournie. Le défaut de se conformer à la demande du Canada et satisfaire à l'exigence dans le délai prescrit rendra la soumission non recevable.

Définition

Aux fins de cette clause, « ancien fonctionnaire » signifie tout ancien employé d'un ministère au sens de la *Loi sur la gestion des finances publiques*, L.R., 1985, ch. F-11, un ancien membre des Forces armées canadiennes ou de la Gendarmerie royale du Canada. Un ancien fonctionnaire peut être :

- a. un individu;

- b. un individu qui s'est incorporé;
- c. une société de personnes constituée d'anciens fonctionnaires; ou
- d. une entreprise à propriétaire unique ou une entité dans laquelle la personne visée détient un intérêt important ou majoritaire.

« période du paiement forfaitaire » signifie la période mesurée en semaines de salaire à l'égard de laquelle un paiement a été fait pour faciliter la transition vers la retraite ou vers un autre emploi par suite de la mise en place des divers programmes visant à réduire la taille de la fonction publique. La période du paiement forfaitaire ne comprend pas la période visée par l'allocation de fin de services, qui se mesure de façon similaire.

« pension » signifie une pension ou une allocation annuelle versée en vertu de la Loi sur la pension de la fonction publique (LPFP), L.R., 1985, ch. P-36, et toute augmentation versée en vertu de la Loi sur les prestations de retraite supplémentaires, L.R., 1985, ch. S-24, dans la mesure où elle touche la LPFP. La pension ne comprend pas les pensions payables conformément à la Loi sur la pension de retraite des Forces canadiennes, L.R., 1985, ch. C-17, à la Loi sur la continuation de la pension des services de défense, 1970, ch. D-3, à la Loi sur la continuation des pensions de la Gendarmerie royale du Canada, 1970, ch. R-10, et à la Loi sur la pension de retraite de la Gendarmerie royale du Canada, L.R., 1985, ch. R-11, à la Loi sur les allocations de retraite des parlementaires, L.R., 1985, ch. M-5, et à la partie de la pension versée conformément à la Loi sur le Régime de pensions du Canada, L.R., 1985, ch. C-8.

Ancien fonctionnaire touchant une pension

Selon les définitions ci-dessus, est-ce que le soumissionnaire est un ancien fonctionnaire touchant une pension? **Oui () Non ()**

Si oui, le soumissionnaire doit fournir l'information suivante pour tous les anciens fonctionnaires touchant une pension, le cas échéant :

- a. le nom de l'ancien fonctionnaire;
- b. la date de cessation d'emploi dans la fonction publique ou de la retraite.

En fournissant cette information, les soumissionnaires acceptent que le statut du soumissionnaire retenu, en tant qu'ancien fonctionnaire touchant une pension en vertu de la LPFP, soit publié dans les rapports de divulgation proactive des marchés, sur les sites Web des ministères, et ce conformément à l'Avis sur la Politique des marchés : 2012-2 et les Lignes directrices sur la divulgation des marchés.

Directive sur le réaménagement des effectifs

Est-ce que le soumissionnaire est un ancien fonctionnaire qui a reçu un paiement forfaitaire en vertu de la Directive sur le réaménagement des effectifs? **Oui () Non ()**

Si oui, le soumissionnaire doit fournir l'information suivante :

- a. le nom de l'ancien fonctionnaire;
- b. les conditions de l'incitatif versé sous forme de paiement forfaitaire;
- c. la date de la cessation d'emploi;
- d. le montant du paiement forfaitaire;
- e. le taux de rémunération qui a servi au calcul du paiement forfaitaire;
- f. la période correspondant au paiement forfaitaire, incluant la date du début, d'achèvement et le nombre de semaines;
- g. nombre et montant (honoraires professionnels) des autres contrats assujettis aux conditions d'un programme de réaménagement des effectifs.

Pour tous les contrats attribués pendant la période du paiement forfaitaire, le montant total des honoraires qui peut être payé à un ancien fonctionnaire qui a reçu un paiement forfaitaire est limité à 5 000 \$, incluant les taxes applicables.

4. Demandes de renseignements - en période de soumission

Toutes les demandes de renseignements doivent être présentées par écrit à l'autorité contractante au moins 10 jours civils avant la date de clôture des soumissions. Pour ce qui est des demandes de renseignements reçues après ce délai, il est possible qu'on ne puisse pas y répondre.

Les soumissionnaires devraient citer le plus fidèlement possible le numéro de l'article de la demande de soumissions auquel se rapporte la question et prendre soin d'énoncer chaque question de manière suffisamment détaillée pour que le Canada puisse y répondre avec exactitude. Les demandes de renseignements techniques qui ont un caractère exclusif doivent porter clairement la mention « exclusif » vis-à-vis de chaque article pertinent. Les éléments portant la mention « exclusif » feront l'objet d'une discrétion absolue, sauf dans les cas où le Canada considère que la demande de renseignements n'a pas un caractère exclusif. Dans ce cas, le Canada peut réviser les questions ou peut demander au soumissionnaire de le faire, afin d'en éliminer le caractère exclusif, et permettre la transmission des réponses à tous les soumissionnaires. Le Canada peut ne pas répondre aux demandes de renseignements dont la formulation ne permettrait pas de les diffuser à tous les soumissionnaires.

5. Lois applicables

Tout contrat subséquent sera interprété et régi selon les lois en vigueur en Ontario, et les relations entre les parties seront déterminées par ces lois.

À leur discrétion, les soumissionnaires peuvent indiquer les lois applicables d'une province ou d'un territoire canadien de leur choix, sans que la validité de leur soumission ne soit mise en question, en supprimant le nom de la province ou du territoire canadien précisé et en insérant le nom de la province ou du territoire canadien de leur choix. Si aucun changement n'est indiqué, cela signifie que les soumissionnaires acceptent les lois applicables indiquées.

6. Améliorations apportées au besoin pendant la demande de soumissions

Les soumissionnaires qui estiment qu'ils peuvent améliorer, techniquement ou technologiquement, le devis descriptif ou l'énoncé des travaux contenus dans la demande de soumissions, sont invités à fournir des suggestions par écrit à l'autorité contractante identifiée dans la demande de soumissions. Les soumissionnaires doivent indiquer clairement les améliorations suggérées et les motifs qui les justifient. Les suggestions, qui ne restreignent pas la concurrence ou qui ne favorisent pas un soumissionnaire en particulier, seront examinées à la condition qu'elles parviennent à l'autorité contractante au plus tard 15 jours avant la date de clôture de la demande de soumissions. Le Canada aura le droit d'accepter ou de rejeter n'importe quelle ou la totalité des suggestions proposées.

7. Conférence des soumissionnaires

Une conférence des soumissionnaires aura lieu à 385 Rexdale Boulevard, Toronto, Ontario, le 11 septembre 2014 à 9 h, HAE. Elle débutera immédiatement après la visite obligatoire des lieux. Dans le cadre de la conférence, on examinera la portée du besoin précisé dans la demande de soumissions et on répondra aux questions qui seront posées. Il est recommandé que les soumissionnaires qui ont l'intention de déposer une soumission assistent à la conférence ou y envoient un représentant.

Les soumissionnaires sont priés de communiquer avec l'autorité contractante avant la conférence pour confirmer leur présence. Ils devraient fournir à l'autorité contractante, par écrit, une liste des personnes qui assisteront à la conférence et des questions qu'ils souhaitent y voir abordées au plus tard le 9 septembre 2014 à 14 h, HAE.

Toute précision ou tout changement apporté à la demande de soumissions à la suite de la conférence des soumissionnaires sera inclus dans la demande de soumissions, sous la forme d'une modification. Les soumissionnaires qui ne participeront pas à la conférence pourront tout de même présenter une soumission.

8. Visite obligatoire des lieux

Il est obligatoire que le soumissionnaire ou un représentant de ce dernier visite les lieux d'exécution des travaux. Des dispositions ont été prises pour la visite des lieux d'exécution des travaux, qui aura lieu le 11 septembre 2014, à 9h, HAE. Les soumissionnaires doivent communiquer avec l'autorité contractante au plus tard le 9 septembre 2014 à 14 h, HAE avant la visite prévue pour confirmer leur présence et fournir le nom de la ou des personnes qui assisteront à la visite. Les soumissionnaires devront signer une formule de présence. Les soumissionnaires devraient confirmer dans leur soumission qu'ils ont assisté à la visite. Aucun autre rendez-vous ne sera accordé aux soumissionnaires qui ne participeront pas à la visite ou qui n'enverront pas de représentant, et leur soumission sera jugée irrecevable. Toute précision ou tout changement apporté à la demande de soumissions à la suite de la visite des lieux sera inclus dans la demande de soumissions, sous la forme d'une modification.

9. Fondement du titre du Canada sur les droits de propriété intellectuelle

L'Agence des services frontaliers du Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants : (6.2) les lois, les règlements ou les obligations antérieures du Canada envers un tiers ou des tiers empêchent que l'on consente à ce que l'entrepreneur soit propriétaire des droits de propriété intellectuelle sur les renseignements originaux.

PARTIE 3 - INSTRUCTIONS POUR LA PRÉPARATION DES SOUMISSIONS

1. Instructions pour la préparation des soumissions

Le Canada demande que les soumissionnaires fournissent leur soumission en sections distinctes, comme suit :

Section I: Soumission technique (4 copies papier)

Section II: Soumission financière (2 copies papier)

Section III: Attestations (1 copie papier)

Section IV: Renseignements supplémentaires (1 copie papier)

Les prix doivent figurer dans la soumission financière seulement. Aucun prix ne doit être indiqué dans une autre section de la soumission.

Le Canada demande que les soumissionnaires suivent les instructions de présentation décrites ci-après pour préparer leur soumission :

- a) utiliser du papier de 8,5 po x 11 po (216 mm x 279 mm);
- b) utiliser un système de numérotation correspondant à celui de la demande de soumissions:

En avril 2006, le Canada a approuvé une politique exigeant que les agences et ministères fédéraux prennent les mesures nécessaires pour incorporer les facteurs environnementaux dans le processus d'approvisionnement Politique d'achats écologiques (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-fra.html>).

Pour aider le Canada à atteindre ses objectifs, les soumissionnaires devraient :

- 1) utiliser du papier de 8,5 po x 11 po (216 mm x 279 mm) contenant des fibres certifiées provenant d'un aménagement forestier durable et contenant au moins 30 % de matières recyclées; et
- 2) utiliser un format qui respecte l'environnement: impression noir et blanc, recto-verso/à double face, broché ou agrafé, sans reliure Cerlox, reliure à attaches ni reliure à anneaux.

Section I : Soumission technique

Dans leur soumission technique, les soumissionnaires devraient démontrer leur compréhension des exigences contenues dans la demande de soumissions et expliquer comment ils répondront à ces exigences. Les soumissionnaires devraient démontrer leur capacité et décrire l'approche qu'ils prendront de façon complète, concise et claire pour effectuer les travaux.

La soumission technique devrait traiter clairement et de manière suffisamment approfondie des points faisant l'objet des critères d'évaluation en fonction desquels la soumission sera évaluée. Il ne suffit pas de reprendre simplement les énoncés contenus dans la demande de soumissions. Afin de faciliter l'évaluation de la soumission, le Canada demande que les soumissionnaires reprennent les sujets dans l'ordre des critères d'évaluation, sous les mêmes rubriques. Pour éviter les recoupements, les soumissionnaires peuvent faire référence à différentes sections de leur soumission en indiquant le numéro de l'alinéa et de la page où le sujet visé est déjà traité.

Section II : Soumission financière

- 1.1 Les soumissionnaires doivent présenter leur soumission financière en conformité avec la base de paiement reproduite à l'annexe « B ». Le montant total des taxes applicables doit être indiqué séparément.

Section III : Attestations

Les soumissionnaires doivent présenter les attestations exigées à la Partie 5.

Section IV : Renseignements supplémentaires

1.1 Installations proposées par le soumissionnaire nécessitant des mesures de protection

Tel qu'indiqué à la Partie 6 sous Exigences relatives à la sécurité, le soumissionnaire doit fournir les renseignements demandés ci-dessous, sur les installations proposées pour lesquelles des mesures de protection sont nécessaires à la réalisation des travaux :

Adresse :

N° civique / nom de la rue, unité / N° suite / d'appartement

Ville, province, territoire / État
Code postal / code zip
Pays

PARTIE 4 - PROCÉDURES D'ÉVALUATION ET MÉTHODE DE SÉLECTION

1. Procédures d'évaluation

- a) Les soumissions seront évaluées par rapport à l'ensemble des exigences de la demande de soumissions, incluant les critères d'évaluation techniques et financiers.
- b) Une équipe d'évaluation composée de représentants du Canada évaluera les soumissions.

1.1 Évaluation technique

1.1.1 Critères techniques obligatoires

Les soumissionnaires doivent démontrer, dans leur proposition, qu'ils satisfont à toutes les exigences obligatoires. Si un soumissionnaire ne satisfait pas à toutes les exigences obligatoires au moment de la clôture des soumissions, sa proposition sera rejetée.

1. Démonstration des droits relatifs à l'installation proposée

Le soumissionnaire doit démontrer qu'il satisfait à un des critères suivants :

- 1. Le soumissionnaire est propriétaire de l'installation proposée ou du terrain vacant où l'installation proposée sera située. Le soumissionnaire doit démontrer qu'il est propriétaire de l'installation ou du terrain vacant en fournissant une copie du titre de propriété de l'installation ou du terrain vacant, ou une facture de taxe ou de services publics indiquant que le soumissionnaire est le propriétaire de l'installation ou du terrain vacant;
- 2. Le soumissionnaire est le locataire de l'installation proposée ou du terrain vacant où l'installation proposée sera située, et il est autorisé, par le propriétaire de l'installation ou du terrain vacant, à procéder aux changements requis conformément à l'appel d'offres. Le soumissionnaire doit démontrer qu'il est le locataire en fournissant une copie de son bail ou une lettre signée par le propriétaire de la propriété indiquant que le soumissionnaire est le locataire de l'installation ou du terrain vacant proposé et qu'il est autorisé à procéder aux changements requis conformément aux spécifications prévues à l'annexe A, *Énoncé des travaux*, ainsi qu'à adopter l'utilisation prévue de l'installation ou du terrain vacant;
- 3. Le soumissionnaire a conclu une convention d'achat-vente relativement au terrain vacant où l'installation proposée sera située (mais n'a pas encore pris les titres), laquelle convention peut être assujettie à la seule condition préalable, c'est-à-dire que le contrat soit attribué à l'acheteur. À titre de preuve, le soumissionnaire doit fournir une copie dûment signée de la convention d'achat-vente ou une lettre signée par le propriétaire de la propriété indiquant que les parties ont conclu une convention d'achat-vente sous la seule condition que le contrat soit attribué à l'acheteur;
- 4. Le soumissionnaire a conclu une convention de bail relativement au terrain vacant où l'installation proposée sera située (mais n'en a pas encore pris possession), laquelle convention peut être assujettie à des conditions préalables. À titre de preuve, le soumissionnaire doit fournir une copie dûment signée de la convention de bail ou une

lettre signée par le propriétaire de la propriété indiquant que les parties ont conclu une convention de bail et que, selon les modalités du bail, le soumissionnaire est autorisé à procéder aux changements requis conformément aux spécifications prévues à l'annexe A, *Énoncé des travaux*.

Tout soumissionnaire qui n'est pas en mesure de démontrer qu'il satisfait à un des critères ci-dessus au plus tard à la date de clôture des soumissions est invité à communiquer avec l'autorité contractante avant la clôture des soumissions pour demander un report de la date de clôture des soumissions. Cependant, la décision d'accorder ou non une telle prolongation revient entièrement au Canada.

2. Emplacement du centre de surveillance

Les soumissionnaires doivent démontrer qu'ils satisfont aux critères suivants :

- 2.1 Le CSI proposé par le soumissionnaire doit être situé dans la région du Grand Toronto, dans la province de l'Ontario, dans un secteur délimité au nord par Derry Road, au sud par l'avenue Eglinton, à l'ouest par Tomken Road et à l'est par Martin Grove Road. L'adresse du CSI peut être située d'un côté ou de l'autre de ces routes de démarcation. Si le CSI se situe sur une des routes de démarcation, l'entrée et la sortie de l'édifice doivent être accessibles à partir de la route de démarcation en question. L'emplacement du centre de surveillance sera évalué de façon plus approfondie en fonction des critères cotés.
- 2.2 Le CSI ne doit pas occuper le même édifice qu'un établissement de divertissement pour adultes ou être situé à moins de 500 mètres d'un tel établissement.
- 2.3 L'entrée publique du CSI doit être située à moins de 500 mètres d'un arrêt de transport en commun où un service est offert 7 jours sur 7.

3. Plans du CSI proposé

Le soumissionnaire doit fournir des plans de l'installation proposée et de l'édifice qui indiquent la configuration proposée de l'espace. Le soumissionnaire doit indiquer, à l'aide de graphiques, en quoi il satisfait à l'exigence relative à l'espace minimal. Les plans fournis seront évalués en parallèle avec la proposition du soumissionnaire afin de vérifier la conformité aux exigences obligatoires prévues à l'annexe A, *Énoncé des travaux*. Les plans seront aussi évalués au moyen des critères d'évaluation cotés.

4. Zonage

Toute installation proposée ou tout terrain vacant où l'installation sera située doit faire l'objet d'un zonage pour permettre l'utilisation prévue. Les soumissionnaires doivent fournir une preuve de zonage relativement à l'installation ou au terrain vacant proposé au moment de la clôture des soumissions.

1.1.2 Critères techniques cotés

En plus d'être évaluées en fonction de la capacité de satisfaire à tous les critères obligatoires, les soumissions seront évaluées en fonction de la capacité de dépasser les spécifications et les normes minimales exigées pour chacun des éléments décrits de façon détaillée plus bas. On recommande aux soumissionnaires de fournir suffisamment de contenu pour chacun des éléments dans leur proposition technique afin de satisfaire à l'exigence minimale visant un résultat global cumulatif de 75 % (1 125 sur 1 500).

L'« exigence cotée supplémentaire » prévue à la disposition 1.1.3 de la partie 4 ne sera pas prise en compte dans le calcul du résultat global cumulatif exigé (75 %), mais sera cotée et ajoutée à l'évaluation de la soumission.

Pour chaque critère coté, un nombre maximal de points est indiqué, et les évaluateurs peuvent accorder tout nombre entier dans la fourchette de points, de 0 jusqu'au nombre maximal de points. Par exemple, si le nombre maximal de points est 10, les évaluateurs peuvent accorder n'importe quelle valeur de 0 à 10 pourvu qu'il s'agisse d'un nombre entier (aucune valeur décimale).

Une grille de pointage sera utilisée, et un chiffre de 1 à 5 sera attribué pour chaque critère coté (sauf indication contraire). Ce chiffre sera multiplié par le facteur indiqué pour le critère de façon à donner un résultat par rapport au total des points disponibles pour le critère. Par exemple, si le total de points disponibles est 200 et que le facteur de multiplication est 40, une cote de 4 sur 5 donnera un total de 160 points sur 200.

Grille de pointage	Cote possible
Outre les facteurs énumérés pour chaque critère technique coté, le Canada évaluera également les répercussions sur la sécurité, la logistique des opérations de l'ASFC et le confort des détenus.	
EXCELLENT – Tous les principaux éléments ou critères ont été abordés.	5
TRÈS BON – La plupart des principaux éléments ont été abordés, et aucune lacune importante n'a été relevée. Niveau toujours supérieur à la moyenne.	4
BON – Certains des éléments principaux et des éléments secondaires ont été abordés. Certaines lacunes ont été décelées, mais aucune n'est grave.	3
MÉDIOCRE – Peu d'éléments ont été abordés, et quelques lacunes importantes ont été décelées.	2
INSATISFAISANT – Peu d'éléments ont été abordés, voire aucun, de nombreuses lacunes ont été décelées, un problème a été observé ou la réponse fournie n'était pas pertinente.	1
PAS DE RÉPONSE – Aucune réponse n'a été fournie.	0

1. Emplacement de l'installation – maximum de 200 points

- 1.1 Bien que l'installation doive obligatoirement être située dans le secteur décrit, les points seront attribués en fonction de la proximité à l'Aéroport international Pearson de Toronto. L'intersection d'Airport Road et de la promenade American à Toronto (Ontario) sera

utilisée comme point de référence pour évaluer la proximité, et la distance sera mesurée au moyen de voies carrossables (routes) **(maximum de 100 points)**.

Distance en voiture de l'intersection d'Airport Road et de la promenade American au site proposé par le soumissionnaire :

- de 0 à 8 kilomètres (100 points);
- plus de 8 kilomètres (50 points).

1.2 Conformément à l'annexe A, l'installation proposée doit être située à moins de 500 m d'un arrêt de transport en commun où un service est offert 7 jours sur 7; les points seront attribués de la façon suivante :

- a) selon la proximité de l'installation au service de transport en commun (moins de 300 mètres). Si le seuil de 300 mètres est respecté, 60 points sont automatiquement attribués. Si l'installation se trouve à plus de 300 mètres, une cote de 0 point est attribuée **(maximum de 60 points)**;
- b) selon le niveau de sécurité de la voie piétonnière qui mène de l'arrêt de transport en commun au CSI (passages piétonniers, feux de circulation, trottoirs). **(maximum de 40 points)**

Si l'installation proposée se trouve du même côté de la rue que l'arrêt de transport en commun le plus près avec trottoir, 40 points sont attribués.

Si l'installation proposée ne se trouve pas du même côté de la rue que l'arrêt de transport en commun le plus près avec trottoir, mais qu'un passage piétonnier ou un feu de circulation permet aux piétons d'accéder à l'arrêt de transport en commun le plus près avec trottoir à partir de l'installation proposée, 20 points sont attribués.

Le Canada se réserve le droit de procéder à une inspection visuelle pour vérifier l'emplacement de l'installation proposée et la proximité du service de transport en commun de même que le niveau de sécurité de la voie piétonnière menant au service de transport en commun. Les points accordés aux soumissionnaires en fonction de leur proposition technique seront rajustés à la hausse ou à la baisse selon le résultat de l'inspection visuelle, si le Canada effectue une telle inspection.

2. Fonctionnalité et validité de l'installation – maximum de 500 points

2.1 Des points seront attribués aux solutions qui optimisent l'efficacité opérationnelle globale de l'ASFC en ce qui a trait à l'hébergement et au traitement des détenus **(jusqu'à 350 points)**. La soumission doit :

- a) démontrer qu'on comprend que les détenus ont besoin d'un milieu sûr et confortable. Les facteurs pris en considération comprennent les suivants : dortoir vs chambres individuelles, proximité et fonctionnalité des aires communes, salles de bain privées. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 46 pour calculer le pointage attribué sur une possibilité de 230 points **(jusqu'à 230 points)**;
- b) démontrer qu'on comprend le travail que l'ASFC accomplit dans cette installation. Les facteurs pris en considération comprennent la facilité d'escorter de façon logique les détenus et les autres parties d'un secteur à un autre, notamment pour les déplacements entre les salles d'audience et le lieu d'hébergement (à l'intérieur du

même établissement), les déplacements entre l'aire d'admission et de libération et le lieu d'hébergement ainsi que les déplacements entre le bureau des services médicaux et le lieu d'hébergement. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 12 pour calculer le pointage attribué sur une possibilité de 60 points **(jusqu'à 60 points)**;

- c) offrir le plus haut degré d'efficience et de fonctionnalité globales dans tous les secteurs de l'installation. Les facteurs pris en considération comprennent les suivants : la taille et la fonctionnalité des pièces à usage particulier, comme il est indiqué à la disposition 27.0 de l'annexe A; la conception, l'aménagement, la créativité et les aspects pratiques; le niveau de sécurité des chambres à coucher, de la salle de repas et des aires de loisirs pour les détenus. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 12 pour calculer le pointage attribué sur une possibilité de 60 points **(jusqu'à 60 points)**.

- 2.2 Des points seront attribués aux solutions qui minimisent le recours à des escaliers et à des ascenseurs pour le déplacement des détenus. En outre, des points seront attribués aux solutions qui sont situées près du rez-de-chaussée de l'édifice. Si l'installation comprend trois étages ou moins et un ascenseur ou qu'elle se trouve entièrement sur un même étage, 30 points seront attribués. Si l'installation comprend plus de trois étages, une cote de 0 point sera attribuée **(maximum de 30 points)**.
- 2.3 Des points seront attribués pour la circulation logique des détenus au moment de leur admission au centre et de leur sortie (de l'entrée de véhicules cloisonnée à la cellule ou à l'aire de détention, à la salle des bagages, à la zone d'hébergement temporaire, aux chambres d'isolement, aux services médicaux ainsi qu'à la principale zone d'hébergement et à la salle de repas). On tiendra notamment compte d'une conception qui démontre une circulation logique des détenus dans les différents secteurs visés par ce critère. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 20 pour calculer le pointage attribué sur une possibilité de 100 points **(jusqu'à 100 points)**.
- 2.4 Des points seront attribués aux solutions proposées qui prévoient des siphons de sol dans les salles de bain des aires communes. S'il y a des siphons de sol dans toutes les salles de bain des aires communes, 20 points seront attribués **(maximum de 20 points)**.

3. Facteurs relatifs à la sécurité – maximum de 250 points

- 3.1 Les zones d'hébergement primaires et secondaires ainsi que les salles communes doivent être configurées de façon : a) que le personnel de sécurité puisse facilement surveiller l'intérieur des chambres à partir du couloir; b) à obstruer le moins possible la visibilité; et c) à minimiser le nombre d'agents de sécurité et de postes de garde tout en assurant le niveau de sécurité requis **(jusqu'à 90 points)**.

La configuration du plan et de la conception doit démontrer de façon détaillée :

- a) comment le personnel de sécurité peut facilement surveiller l'intérieur des chambres à partir du couloir. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 6 pour calculer le pointage total sur une possibilité de 30 points **(jusqu'à 30 points)**;
- b) en quoi la visibilité est maximisée à des fins de sécurité. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 6 pour calculer le pointage total sur une possibilité de 30 points

(jusqu'à 30 points);

- c) en quoi la configuration minimise le nombre d'agents de sécurité requis. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 6 pour calculer le pointage total sur une possibilité de 30 points **(jusqu'à 30 points)**.

3.2 L'endroit par où le détenu entre dans le CSI est une zone restreinte. Le déroulement des opérations qui ont lieu entre les pièces contenues dans cette zone, soit l'entrée de véhicules cloisonnée, l'aire d'admission et de libération, les cellules, la salle des préparatifs et la salle d'entreposage des armes courtes et de tout autre équipement de défense, doit être conçu pour maximiser l'efficacité opérationnelle de l'ASFC tout en maintenant un niveau élevé de sécurité. Des points seront attribués aux soumissions qui maximisent l'efficacité opérationnelle de l'ASFC **(jusqu'à 120 points)**.

- Un plan qui maximise l'efficacité opérationnelle tout en maintenant un niveau élevé de sécurité. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 10 pour calculer le pointage total sur une possibilité de 50 points **(jusqu'à 50 points)**.

- Un plan qui décrit en quoi les mesures de sécurité sont maximisées grâce à l'optimisation de la circulation des personnes, en particulier de l'entrée de véhicules cloisonnée à l'aire d'admission et de libération, aux cellules et à la salle des préparatifs, tout en tenant compte de l'exigence relative au déchargement et à l'entreposage sécuritaires des armes courtes et des autres armes défensives. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 14 pour calculer le pointage total sur une possibilité de 70 points **(jusqu'à 70 points)**.

3.3 Conformément à l'annexe A, *Énoncé des travaux*, le stationnement pour le personnel et les gardiens doit se trouver à l'intérieur de l'édifice ou être adjacent à celui-ci. Les points seront attribués en fonction du degré d'accessibilité. Si le stationnement pour le personnel de l'ASFC et les agents de sécurité est situé au même endroit que l'installation, le nombre maximal de points sera attribué. Si le stationnement est adjacent à l'édifice, la moitié du nombre maximal de points sera attribuée **(maximum de 40 points)**.

4. Facteurs relatifs au service continu – maximum de 250 points

4.1 Des points seront attribués aux soumissions en fonction de la capacité de démontrer, en fournissant un plan détaillé, la fonction d'entretien et la fonction de tenue des lieux relativement à l'exploitation continue du CSI, y compris la rapidité du service, la planification d'urgence, l'organisation, la structure et l'assurance de la qualité. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 26 pour calculer le pointage total sur une possibilité de 130 points **(jusqu'à 130 points)**.

4.2 Des points seront attribués pour la présentation d'un plan exhaustif portant sur la prestation de services alimentaires aux détenus qui comprend des exemples concrets et tient compte des facteurs suivants : les besoins alimentaires spéciaux, les exigences religieuses, les besoins des mineurs, les hausses de volume, la nature du centre, qui est ouvert 24 h sur 24, 7 jours sur 7, ainsi que la variété et la qualité des menus. Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 24 pour calculer le pointage total sur une possibilité de 120 points **(jusqu'à 120 points)**.

5. Plan relatif à la période de transition – maximum de 100 points

Les soumissionnaires doivent indiquer les difficultés auxquelles ils s'attendent à être confrontés à compter de la date d'attribution du contrat jusqu'à la date de mise en exploitation inclusivement. Les points seront attribués en fonction de la compréhension des genres de difficultés qui pourraient se présenter pendant la période de transition et des solutions concrètes proposées pour les surmonter. Si le soumissionnaire a besoin, pour quelque raison que ce soit, de procéder à un déménagement complet ou partiel des locaux déjà loués pour la CISR, il doit transmettre à TPSGC, pour examen et approbation, un plan et un calendrier proposés afin de continuer de répondre au besoin de la CISR en locaux loués sécuritaires, conformément aux modalités du bail existant, et ce, sans que cela entraîne des frais pour l'État.

Les points seront attribués en fonction d'un plan exhaustif qui tient compte des facteurs relatifs à la transition énumérés ci-dessous tout en prévoyant une perturbation minimale :

- a) le transport des détenus;
- b) le transport du personnel;
- c) la continuité de tous les services;
- d) la minimisation des coûts;
- e) la période de transition nécessaire pour procéder au déménagement;
- f) tous les imprévus ont été pris en considération et un plan de transition a été présenté;
- g) l'élimination ou la minimisation des perturbations pour la CISR.

Une cote sur 5 sera attribuée au moyen de la grille de pointage indiquée plus haut et sera ensuite multipliée par 20 pour calculer le pointage total sur une possibilité de 100 points (**jusqu'à 100 points**).

6. Besoins précis en matière d'espace – maximum de 200 points

Des points seront attribués si la somme de l'espace total fourni par le soumissionnaire (en m²) pour les 65 chambres ou pièces prévues à la disposition 27 (pièces à usage particulier) de l'annexe A, et de l'espace fourni pour les 160 détenus (en m²) conformément à la disposition 31.1 (zones d'hébergement primaires) de l'annexe A dépasse l'espace minimal exigé (en m²) pour les pièces à usage particulier prévues à la disposition 27 de l'annexe A et l'espace minimal exigé pour les 160 détenus (en m²) conformément à la disposition 31.1 (zones d'hébergement primaires) de l'annexe A.

Un espace de 0 à 125 m² donne 1 point;
Un espace de plus de 125 m² à 250 m² donne 2 points;
Un espace de plus de 250 m² à 375 m² donne 3 points;
Un espace de plus de 375 m² à 500 m² donne 4 points;
Un espace de plus de 500 m² donne 5 points.

Une cote sur 5 sera attribuée et ensuite multipliée par 40 pour calculer le pointage total sur une possibilité de 200 points.

Voici un exemple :

Le soumissionnaire A fournit un espace total de 1 677 m² pour les 65 chambres/pièces prévues à la disposition 27 de l'annexe A, ce qui dépasse de 50 m² l'espace minimal exigé.

Le soumissionnaire A fournit également un espace total de 1 120 m² pour les 160 détenus dans les zones d'hébergement primaires (7 m² d'espace libre excluant les meubles, une salle de bain à quatre éléments et un espace clos pour chaque détenu), ce qui dépasse de 200 m² l'espace minimal exigé pour les 160 détenus dans les zones d'hébergement primaires.

$$50 \text{ m}^2 + 200 \text{ m}^2 = 250 \text{ m}^2$$

Le soumissionnaire A obtient une cote de 2 sur 5 selon l'échelle de pointage ci-dessus.
 $2 \times 40 = 80$ Le soumissionnaire obtient 80 points sur 200.

1.1.3 Exigence cotée supplémentaire

Comme il n'est pas obligatoire d'inclure l'exigence cotée ci-dessous dans la soumission, cette exigence n'est pas prise en compte dans le calcul du résultat de 75 % pour les critères cotés décrits de façon détaillée à la disposition

1. Capacité en termes de locaux aux fins d'utilisation par la Commission de l'immigration et du statut de réfugié du Canada (CISR) – maximum de 500 points.

Il est souhaitable d'offrir des locaux loués aux fins d'utilisation par la CISR. Ces locaux peuvent comprendre des locaux à bureaux, une réception, des salles d'audience et d'autres locaux à usage particulier liés aux contacts avec le public qui satisfont aux exigences énoncées dans l'*Exemple de trousse de documents pour location à bail* ci-joint, dont il est question à l'appendice 2 à l'annexe F, ou qui dépassent ces exigences. Les soumissionnaires ne sont pas tenus de fournir des locaux pour la CISR, mais il est souhaitable que les deux ministères occupent le même établissement. Les soumissionnaires qui proposent d'offrir des locaux pour la CISR doivent démontrer qu'ils satisfont à toutes les exigences énoncées à l'appendice 1 à l'annexe F, points centrés 1 à 7, ainsi que fournir l'attestation décrite de façon détaillée à la disposition 1.1.3 de la partie 5 afin d'obtenir les 500 points. On n'attribuera pas de pointage partiel.

1.2 Évaluation financière

1.2.1 Critères financiers obligatoires

a) Les prix doivent être présentés conformément à l'annexe B, Base de paiement. Les soumissions dans lesquelles ne figurent pas tous les éléments de prix pour l'une des cinq années fermes ou des trois années d'option, l'option pour la fourniture de locaux supplémentaires et l'option pour la période de transition seront jugées non recevables et rejetées d'emblée.

b) Les prix présentés doivent être en dollars canadiens, taxes applicables en sus, et inclure les droits de douane et les taxes d'accise canadiens, destination FAB.

c) Un plafond de taux établi à 10 % au-dessus du prix de soumission moyen sera calculé. Toute soumission dépassant le prix de soumission moyen de plus de 10 % sera jugée non recevable et rejetée d'emblée.

1.2.2 Prix évalué de la soumission

On calculera le prix évalué de la soumission en utilisant la valeur actuelle nette (VAN) en dollars, selon la formule suivante :

Prix évalué total de la soumission = Somme des VAN du prix de la soumission pour chaque année (y compris les années d'option).

Le prix de la soumission pour chaque année est obtenu en multipliant le prix mensuel ferme proposé par le nombre de mois dans l'année d'occupation et en multipliant le prix

ferme proposé pour les repas quotidiens d'un détenu par l'utilisation estimative pour chaque année d'occupation.

La VAN est calculée en convertissant les rentrées/sorties de fonds à leur valeur actuelle (VA), puis en les additionnant, soit :

$$\frac{Rt}{(1 + i)^t}$$

Où;

t : moment du flux de trésorerie,

i : taux d'escompte (le taux de rendement qui peut être touché en investissant dans les marchés financiers dont les risques sont similaires). Le taux d'escompte est établi en calculant la moyenne du rendement sur les obligations d'épargne du gouvernement sur deux ans et le taux de rendement des obligations d'épargne du gouvernement sur cinq ans, plus 1,25 %, les taux pris en compte seront ceux publiés dans le *Globe and Mail* à la date de clôture de l'invitation à soumissionner.

Rt - flux net de trésorerie (le montant d'argent, rentrée de fonds moins sortie de fonds) au moment t .

Par exemple : Prix total estimatif de l'année d'occupation 3 : 6,5 millions de dollars

$t = 3$

Taux de rendement au 31 mars 2014 : Année 2 : 1,07, Année 5 : 1,71

$I : ((1.07+1.71)/2) + 1,25 \% = 2,64 \%$

Année 3 : VAN = $6,5 \text{ M\$} / ((1+2,64 \%)^3) = 6,011 \text{ M\$}$

2. Méthode de sélection – le prix le plus bas par point

2.1 Pour être déclarée recevable, une soumission doit :

- respecter toutes les exigences de la demande de soumissions;
- satisfaire à tous les critères d'évaluation techniques obligatoires; et
- obtenir le minimum requis de 75 pour cent des points pour les critères d'évaluation technique à l'article 1.1.2 de la Partie 4 Procédures D'évaluation et Méthode de Sélection qui sont cotés sur une échelle de 1500 points. L'échelle de cotation globale compte 2000 points.

2.2 Les soumissions ne répondant pas aux exigences de a) ou b) ou c) seront déclarées non recevables. La soumission recevable ayant obtenu le plus de points ou celle ayant le prix le plus bas ne sera pas nécessairement acceptée. La soumission recevable ayant le prix évalué le plus bas par point sera recommandée pour attribution d'un contrat.

PARTIE 5 - ATTESTATIONS

Les soumissionnaires doivent fournir les attestations et les renseignements connexes exigés pour qu'un contrat leur soit attribué.

Les attestations que les soumissionnaires remettent au Canada peuvent faire l'objet d'une

vérification à tout moment par le Canada. Le Canada déclarera une soumission non recevable, ou à un manquement de la part de l'entrepreneur à l'une de ses obligations prévues au contrat, s'il est établi qu'une attestation du soumissionnaire est fausse, sciemment ou non, que ce soit pendant la période d'évaluation des soumissions, ou pendant la durée du contrat.

L'autorité contractante aura le droit de demander des renseignements supplémentaires pour vérifier les attestations du soumissionnaire. À défaut de répondre et de coopérer à toute demande ou exigence imposée par l'autorité contractante, la soumission peut être déclarée non recevable, ou constituer un manquement aux termes du contrat.

1. Attestations préalables à l'attribution du contrat

1.1 Dispositions relatives à l'intégrité - renseignements connexes

En présentant une soumission, le soumissionnaire atteste que le soumissionnaire et ses affiliés, respectent les dispositions stipulées à l'article 01 Dispositions relatives à l'intégrité - soumission, des instructions uniformisées 2003. Les renseignements connexes, tel que requis aux dispositions relatives à l'intégrité, assisteront le Canada à confirmer que les attestations sont véridiques.

1.2 Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation de soumission

En présentant une soumission, le soumissionnaire atteste que le soumissionnaire, et tout membre de la coentreprise si le soumissionnaire est une coentreprise, n'est pas nommé dans la liste des « soumissionnaires à admissibilité limitée » (http://www.travail.gc.ca/fra/normes_equite/eq/emp/pcf/liste/inelig.shtml) du Programme de contrats fédéraux (PCF) pour l'équité en matière d'emploi disponible sur le site Web de Ressources humaines et Développement des compétences Canada (RHDCC) - Travail.

Le Canada aura le droit de déclarer une soumission non recevable si le soumissionnaire, ou tout membre de la coentreprise si le soumissionnaire est une coentreprise, figure dans la liste des « soumissionnaires à admissibilité limitée » du PCF au moment de l'attribution du contrat.

Le Canada aura aussi le droit de résilier le contrat pour manquement si l'entrepreneur, ou tout membre de la coentreprise si l'entrepreneur est une coentreprise, figure dans la liste des « soumissionnaires à admissibilité limitée » du PCF pendant la durée du contrat.

Le soumissionnaire doit fournir à l'autorité contractante l'annexe Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation remplie avant l'attribution du contrat. Si le soumissionnaire est une coentreprise, il doit fournir à l'autorité contractante l'annexe Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation remplie pour chaque membre de la coentreprise.

Cette attestation ne s'applique qu'aux soumissionnaires qui présentent une soumission incluant les exigences concernant la CISR

1.3 Attestation pour les locaux loués aux fins d'utilisation par la Commission de l'immigration et du statut de réfugié du Canada (CISR)

Le soumissionnaire atteste que la soumission est conforme aux documents de location fournis en exemple (Appendice 2 à l'annexe F, Exemple de trousse de documents pour location à bail) et

qu'elle satisfait ou surpasse : (a) toutes les modalités et les normes pour les locaux loués dans l'exemple de bail et (b) toutes les spécifications figurant dans les exigences de la CISR prévues à l'appendice 1 à l'annexe F.

Le soumissionnaire atteste également que si le Canada choisit de négocier un bail pour les locaux alloués à la CISR, le prix facturé par le soumissionnaire au Canada pour la location ne dépassera pas la valeur marchande actuelle.

Même si le soumissionnaire fournit les attestations demandées ci-dessus, le Canada pourrait ne pas louer aucun des locaux proposés.

PARTIE 6 - EXIGENCES RELATIVES À LA SÉCURITÉ, EXIGENCES FINANCIÈRES ET AUTRES EXIGENCES

1. Exigences relatives à la sécurité

1. À la date de clôture des soumissions, les conditions suivantes doivent être respectées :
 - a) le soumissionnaire doit détenir une attestation de sécurité d'organisme valable tel qu'indiqué à la Partie 7 - Clauses du contrat subséquent;
 - b) les individus proposés par le soumissionnaire et qui doivent avoir accès à des renseignements ou à des biens de nature protégée ou classifiée ou à des établissements de travail dont l'accès est réglementé doivent posséder une attestation de sécurité tel qu'indiqué à la Partie 7 - Clauses du contrat subséquent;
 - c) le soumissionnaire doit fournir le nom de tous les individus qui devront avoir accès à des renseignements ou à des biens de nature protégée ou classifiée ou à des établissements de travail dont l'accès est réglementé;
 - d) le lieu proposé par le soumissionnaire pour la réalisation des travaux ou la sauvegarde des documents doit satisfaire aux exigences relatives à la sécurité précisées à la Partie 7 - Clauses du contrat subséquent;
 - e) le soumissionnaire doit fournir l'adresse du ou des lieux proposés pour la réalisation des travaux ou la sauvegarde des documents, tel qu'indiqué à la Partie 3 - section IV Renseignements supplémentaires.
2. Pour de plus amples renseignements sur les exigences relatives à la sécurité, les soumissionnaires devraient consulter le site Web de la Direction de la sécurité industrielle canadienne (DSIC), Programme de sécurité industrielle de Travaux publics et Services gouvernementaux Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-fra.html>).

2. Capacité financière

Clause du Guide des CUA A9033T (2012-07-16) Capacité financière

PARTIE 7 - CLAUSES DU CONTRAT SUBSÉQUENT

Les clauses et conditions suivantes s'appliquent à tout contrat subséquent découlant de la demande de soumissions et en font partie intégrante.

1. Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe « A » et à la soumission technique de l'entrepreneur intitulée _____, en date du _____.

1.1 Descriptions générales des travaux

- a) **Fourniture d'un Centre de surveillance de l'Immigration (CSI) :**
L'entrepreneur doit fournir une installation pour l'hébergement et la prise en charge des personnes détenues aux termes de la *Loi sur l'immigration et la protection des réfugiés* (détenus);
- b) **Exécution des travaux relatifs au CSI conformément aux spécifications :**
L'entrepreneur doit terminer les travaux relatifs au CSI dans les 18 mois de l'attribution du contrat et rendre le CSI prêt à être occupé, ce qui inclut l'obtention de tous les permis requis pour l'occupation, conformément aux spécifications prévues dans le contrat et tous les plans ou dessins approuvés par le Canada, au plus tard à la « date d'occupation »;
- c) **Maintien du CSI :** L'entrepreneur doit maintenir le CSI dans l'état où il était lors de son acceptation à la date d'occupation, ou dans un état très semblable, et devra, à l'occasion et au besoin, effectuer des réparations et rénovations pour maintenir le CSI dans l'état, ou un état très semblable, dans lequel il était lors de son acceptation à la date d'occupation.
- d) **Fourniture de l'ameublement :** L'entrepreneur doit meubler le CSI. Il doit également maintenir et réparer l'ameublement conformément aux spécifications prévues dans le contrat;
- e) **Fourniture de services alimentaires :** L'entrepreneur doit fournir des services alimentaires au Canada conformément aux spécifications prévues dans l'énoncé des travaux et le contrat;
- f) **Fourniture de services d'entretien ménager :** L'entrepreneur doit fournir au Canada des services d'entretien ménager conformément aux spécifications prévues dans le contrat;
- g) **Coopération avec le personnel de la sécurité :** L'entrepreneur doit coopérer pleinement avec le personnel de la sécurité mis en place par l'Agence des services frontaliers du Canada (ASFC).
- h) **Fourniture de services supplémentaires d'hébergement sécurisé et d'entretien ménager à titre optionnel :** L'entrepreneur doit fournir des services d'hébergement conformément aux spécifications prévues dans l'Énoncé des travaux dans une autre zone séparée pouvant accueillir jusqu'à 40 personnes, à titre de service optionnel. Cette zone doit être séparée des zones d'hébergement primaires et secondaires et ne doit pas être utilisée pour gérer la fluctuation occasionnelle du nombre d'individus pouvant atteindre 50 personnes. Le Canada se réserve le droit de ne pas exercer l'option de services supplémentaire d'hébergement distinct; et
- i) **Fourniture de services alimentaires en tout ou en partie à titre optionnel :** L'entrepreneur doit fournir au Canada des services alimentaires pour un maximum de 40 personnes logeant dans la zone d'hébergement sécurisée

supplémentaire conformément aux spécifications prévues dans l'énoncé des travaux. Le Canada se réserve le droit de ne pas exercer l'option pour ce service supplémentaire.

1.2 Acquisition du titre de propriété ou location du Centre de surveillance de l'Immigration

L'entrepreneur, soit :

- a) détient le titre de propriété de la terre sur laquelle le CSI est situé; ou
- b) détient un bail pour la terre sur laquelle le CSI est situé lui permettant d'apporter les changements à la propriété requis dans le présent contrat; ou
- c) détient une entente d'achat et de vente pleinement validée pour l'acquisition de la terre sur laquelle le CSI est situé, qui fait l'objet uniquement d'une condition préalable à la faveur de l'entrepreneur selon laquelle l'entrepreneur obtiendra un contrat du Canada pour la fourniture du CSI; ou
- d) détient un bail pleinement validé qui permet à l'entrepreneur d'apporter des changements à la propriété requis par le présent contrat qui fait l'objet uniquement d'une condition préalable à la faveur de l'entrepreneur selon laquelle l'entrepreneur obtiendra un contrat du Canada pour la fourniture du CSI.

Si (c) ou (d) s'applique, l'entrepreneur doit, immédiatement après l'exécution du contrat, supprimer la dernière modalité restante concernant l'obtention du contrat par l'entrepreneur :

- i) si (c) s'applique, l'entrepreneur doit prendre possession du bâtiment et obtenir le titre de propriété;
- ii) si (d) s'applique, l'entrepreneur doit prendre possession du bâtiment conformément aux modalités du bail.

Si, dans les 30 jours de l'attribution du contrat, l'entrepreneur ne s'est pas pleinement conformé à ces dispositions, le Canada a le droit de résilier le contrat pour inexécution, conformément à la clause de non-exécution du contrat.

[Nota : Cette clause sera modifiée lors de l'attribution du contrat pour tenir compte du statut de propriétaire du soumissionnaire recommandé pour l'attribution du contrat.]

1.3 Zonage

Il incombe entièrement à l'entrepreneur d'obtenir les dérogations au zonage et les approbations liées au zonage nécessaires pour l'exploitation du CSI, conformément au contrat, y compris les spécifications prévues dans l'Énoncé des travaux

Si l'entrepreneur ne parvient pas à obtenir les dérogations au zonage et les approbations liées au zonage dans les 30 jours suivant l'attribution du contrat, le Canada a le droit de résilier le contrat pour inexécution, conformément à la clause de non-exécution du contrat.

Afin de montrer qu'il a obtenu les dérogations au zonage et les approbations liées au zonage, l'entrepreneur doit fournir au Canada les preuves et les documents demandés dans les 30 jours de la date de l'attribution du contrat.

1.4 Recensement et correction des lacunes au moment d'occuper les lieux

Dans les deux semaines suivant la date à laquelle le Canada commence à utiliser le CSI, il préparera une liste mise à jour de toutes les lacunes du CSI (évaluées en fonction de l'énoncé des travaux) « liste des lacunes au moment de l'occupation ». L'entrepreneur doit corriger toutes les lacunes figurant dans la liste des lacunes au moment de l'occupation dans les 30 jours de la présentation de cette liste.

Si l'entrepreneur ne parvient pas à corriger l'ensemble des lacunes dans les 30 jours suivant la présentation de la liste des lacunes au moment de l'occupation, le Canada peut, sans autre avis à l'entrepreneur, recourir aux services d'un tiers que ces travaux soient effectués. L'entrepreneur devra alors rembourser le Canada pour tous les montants payés à un tiers afin de corriger les lacunes figurant dans la liste des lacunes au moment de l'occupation. L'entrepreneur devra permettre l'accès au tiers entrepreneur pour corriger les lacunes.

1.5 Recensement et correction des lacunes pendant le reste du contrat

Durant le contrat, le Canada peut demander par écrit à l'entrepreneur d'effectuer les travaux de réparation d'entretien nécessaires en vue du maintien du CSI conformément aux spécifications prévues dans le contrat (« avis de maintenance »). L'entrepreneur doit commencer et terminer ces travaux de réparation ou d'entretien dans les 30 jours de l'avis (à moins que le contrat ne fasse mention d'une période de réparation précise). Cependant, dans le cas où les réparations ou les travaux d'entretien pourraient prendre plus de 30 jours à effectuer, l'entrepreneur doit commencer d'exécuter les travaux de réparation ou d'entretien dans les 30 jours, puis procéder avec diligence pour terminer ces travaux.

Si l'entrepreneur ne parvient pas à effectuer les réparations ou les travaux d'entretien figurant dans un avis de maintenance dans une période de 30 jours, le Canada peut, sans autre avis à l'entrepreneur, recourir aux services d'un tiers pour que ces travaux soient effectués. L'entrepreneur devra rembourser le Canada pour tous les montants payés à un tiers pour effectuer les travaux de réparation et d'entretien. L'entrepreneur devra permettre l'accès au tiers entrepreneur pour effectuer les travaux de réparation et d'entretien nécessaires.

1.6 Traitement des travailleurs

L'entrepreneur doit avoir un compte en règle auprès de la Commission des accidents du travail de la province ou du territoire concerné pour la durée du marché.

1.7 Consignes de poste

Le Canada peut adopter des règles, des consignes et des directives concernant la sécurité des personnes au CSI ou la protection de la propriété contre les pertes et les dommages, peu importe la cause, y compris les incendies. L'entrepreneur doit respecter les règles, les consignes et les directives dans les emplacements où les travaux sont effectués.

1.8 Biens et(ou) services optionnels

L'entrepreneur accorde au Canada l'option irrévocable d'acquérir les biens, les services ou les deux pour un maximum de 40 détenus supplémentaires comme il est prévu à l'article 1.1 h) « Fourniture de services supplémentaires d'hébergement sécurisé et d'entretien ménager à titre optionnel » et à l'article 1.1 i) « Fourniture de services alimentaires en tout ou en partie à titre optionnel », ainsi qu'à l'annexe A du contrat selon les mêmes conditions et aux prix et(ou) aux taux établis dans le contrat. Cette option ne pourra être exercée que par l'autorité contractante et sera confirmée, pour des raisons administratives seulement, par une modification au contrat.

L'autorité contractante peut exercer l'option de services d'hébergement supplémentaires pour au plus 40 détenus supplémentaires, notamment l'utilisation, le maintien et les services d'entretien ménager et l'option de fournir des repas pour au plus 40 détenus dans la zone sécurisée dans les quatre-vingt dix jours de la date d'attribution du contrat en envoyant un avis écrit à l'entrepreneur.

2. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre sont reproduites dans le Guide des clauses et conditions uniformisées d'achat(<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) publié par Travaux publics et Services gouvernementaux Canada.

2.1 Conditions générales

2035 (2014-06-26), Conditions générales - besoins plus complexes de services, s'appliquent au contrat et en font partie intégrante.

2.2 Conditions générales supplémentaires

4007 (2010-08-16) Le Canada détient les droits de propriété intellectuelle sur les renseignements originaux

4008 (2008-12-12) Renseignements personnels

3. Exigences relatives à la sécurité

3.1 Les exigences relatives à la sécurité suivantes (LVERS et clauses connexes) s'appliquent et font partie intégrante du contrat.

1. L'entrepreneur doit détenir en permanence, pendant l'exécution du contrat une attestation de vérification d'organisation désignée (VOD) en vigueur, ainsi qu'une: cote de protection des documents approuvée au niveau PROTÉGÉ B, délivrées par la Direction de la sécurité industrielle canadienne de Travaux publics et Services gouvernementaux Canada.
2. Les membres du personnel de l'entrepreneur devant avoir accès à des renseignements ou à des biens PROTÉGÉS, ou à des établissements de travail dont l'accès est réglementé, doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).

Tant que les autorisations de sécurité du personnel de l'entrepreneur requises au titre du présent contrat n'ont pas été émises par la Direction de la sécurité industrielle canadienne (DSIC), ces derniers **NE** peuvent **AVOIR ACCÈS** aux renseignements et/ou biens de nature délicate **PROTÉGÉS** de plus, ils **NE** peuvent **PAS PÉNÉTRER** sur les lieux où ces renseignements ou biens sont entreposés sans une escorte.

3. Le traitement électronique de données PROTÉGÉS dans l'établissement de l'entrepreneur, n'est PAS autorisé dans le cadre de ce contrat ou offre à commandes.
4. Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE doivent pas être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.
5. L'entrepreneur doit respecter les dispositions :

- a) de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe C;
- b) du *Manuel de la sécurité industrielle* (dernière édition).

3.2 Installations de l'entrepreneur nécessitant des mesures de protection

L'entrepreneur doit diligemment tenir à jour, les renseignements relatifs à ses installations pour lesquelles des mesures de protection sont nécessaires à la réalisation des travaux, pour les adresses suivantes :

Adresse :
Numéro civique / nom de la rue, unité / suite/ no. d'appartement
Ville, province, territoire / État
Code postal / code zip
Pays

4. Durée du contrat

4.1 Période du contrat

La période du contrat s'étend de la date de l'attribution du contrat au 31 mars 2022 inclusivement.

4.2 Option de prolongation du contrat

L'entrepreneur accorde au Canada l'option irrévocable de prolonger la durée du contrat pour au plus trois périodes supplémentaires d'une année chacune, selon les mêmes conditions. L'entrepreneur accepte que pendant la période prolongée du contrat, il sera payé conformément aux dispositions applicables prévues à la Base de paiement.

Le Canada peut exercer cette option à n'importe quel moment, en envoyant un avis écrit à l'entrepreneur au moins 90 jours civils avant la date d'expiration du contrat. Cette option ne pourra être exercée que par l'autorité contractante et sera confirmée, pour des raisons administratives seulement, par une modification au contrat.

5. Responsables

5.1 Autorité contractante

L'autorité contractante pour le contrat est:

Nom : Peggy Juan
Titre : Chef d'équipe d'approvisionnement
Travaux publics et Services gouvernementaux Canada
Direction générale des approvisionnements
Adresse : 33, rue City Centre, pièce 480C, Mississauga (Ontario) L5B 2N5 Canada
Téléphone : 905-615-2467
Télécopieur : 905-615-2060
Courriel : peggy.juan@pwgsc-tpsgc.gc.ca

L'autorité contractante est responsable de la gestion du contrat, et toute modification doit être autorisée par écrit par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus, suite à des demandes ou instructions verbales ou écrites de toute personne autre que l'autorité contractante.

5.2 Chargé de projet

Le chargé de projet pour le contrat est :

Nom : _____
Titre : _____
Organisation : _____
Adresse : _____
Téléphone : ____ - ____ - _____
Télécopieur : ____ - ____ - _____
Courriel : _____

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification au contrat émise par l'autorité contractante.

5.3 Représentant de l'entrepreneur

Nom : _____
Titre : _____
Organisation : _____
Adresse : _____
Téléphone : ____ - ____ - _____
Télécopieur : ____ - ____ - _____
Courriel : _____

6. Divulcation proactive de marchés conclus avec d'anciens fonctionnaires (s'il y a lieu)

En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.

7. Paiement

7.1 Base de paiement

Toutes les modifications apportées au CSI afin de respecter le contrat seront aux frais de l'entrepreneur.

L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux, établis conformément à la base de paiement à l'annexe B, jusqu'à une limitation des dépenses de _____ \$(**insérer le montant au moment de l'attribution du contrat**). Les droits de douane sont inclus et les taxes applicables sont en sus.

7.2 Limitation des dépenses

1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de ____ \$. Les droits de douane sont inclus et les taxes applicables sont en sus.
2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :
 - a. lorsque 75 p. 100 de la somme est engagée, ou
 - b. quatre (4) mois avant la date d'expiration du contrat, ou
 - c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux,selon la première de ces conditions à se présenter.
3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

7.3 Paiement Mensuel

Clause du Guide des CCUA H1008C (2008-05-12), Paiement mensuel

7.4 T1204 - Information à transmettre par l'entrepreneur

1. Conformément à l'alinéa 221 (1)(d) de la Loi de l'impôt sur le revenu, L.R. 1985, ch. 1, (5e suppl.), les ministères et organismes sont tenus de déclarer à l'aide du feuillet T1204, Paiements contractuels de services du gouvernement, les paiements versés aux entrepreneurs en vertu de contrats de services pertinents (y compris les contrats comprenant à la fois des biens et des services).
2. Afin de permettre aux ministères et organismes de se conformer à cette exigence, l'entrepreneur doit fournir l'information suivante, dans les ____ jours civils après l'attribution du contrat :
 - a. le nom légal de l'entrepreneur, c.-à-d. le nom associé au numéro d'entreprise ou au numéro d'assurance sociale (NAS), ainsi que l'adresse et le code postal;
 - b. le statut de l'entrepreneur, c.-à-d. particulier, entreprise à propriétaire unique, société commerciale ou société de personnes;
 - c. le numéro d'entreprise de l'entrepreneur, s'il s'agit d'une société commerciale ou d'une société de personnes ou le NAS, s'il s'agit d'un particulier ou d'une

entreprise à propriétaire unique. Si l'entrepreneur est une société de personnes qui n'a pas de numéro d'entreprise, l'associé ayant signé le contrat doit fournir son NAS;

- d. si l'entité est une coentreprise, le numéro d'entreprise de tous les entrepreneurs faisant partie de celle-ci, ou leur NAS s'ils n'ont pas de numéro d'entreprise.
3. L'information devrait être expédiée à la personne et à l'adresse indiquées ci-dessous. Lorsque l'information requise comprend un NAS, celle-ci doit être expédiée dans une enveloppe portant l'inscription « protégée ».

Nom de la personne : _____

Adresse : _____ .

8. Instructions relatives à la facturation

1. L'entrepreneur doit soumettre ses factures conformément à l'article intitulé « Présentation des factures » des conditions générales. Les factures ne doivent pas être soumises avant que tous les travaux identifiés sur la facture soient complétés.
2. Les factures doivent être distribuées comme suit:
- . L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.
 - a. Un (1) exemplaire doit être envoyé à l'autorité contractante identifiée sous l'article intitulé « Responsables » du contrat.

9. Attestations

9.1 Conformité

Le respect continu des attestations fournies par l'entrepreneur avec sa soumission ainsi que la coopération constante quant aux renseignements connexes sont des conditions du contrat. Les attestations pourront faire l'objet de vérifications par le Canada pendant toute la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur ou à fournir les renseignements connexes, ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

9.2 Programme de contrats fédéraux pour l'équité en matière d'emploi - Manquement de la part de l'entrepreneur

Lorsqu'un Accord pour la mise en œuvre de l'équité en matière d'emploi a été conclu avec Emploi et Développement social Canada (EDSC) - Travail, l'entrepreneur reconnaît et s'engage, à ce que cet accord demeure valide pendant toute la durée du contrat. Si l'Accord pour la mise en œuvre de l'équité en matière d'emploi devient invalide, le nom de l'entrepreneur sera ajouté à la liste des « soumissionnaires à admissibilité limitée » du PCF. L'imposition d'une telle sanction par EDSC fera en sorte que l'entrepreneur sera considéré non conforme aux modalités du contrat.

10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur _____ (*insérer le nom de la province ou du territoire précisé par le soumissionnaire dans sa soumission, s'il y a lieu*) et les relations entre les parties seront déterminées par ces lois.

11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur la liste.

- a) les articles de la convention;
- b) les conditions générales supplémentaires – 4007 (2010-08-16) Le Canada détient les droits de propriété intellectuelle sur les renseignements originaux
- c) les conditions générales supplémentaires - 4008 (2008-12-12) Renseignements personnels
- d) les conditions générales - 2035 (2014-06-26), Conditions générales - besoins plus complexes de services;
- e) l'Annexe « A », Énoncé des travaux;
- f) l'Annexe « B », Base de paiement;
- g) l'Annexe « C », Liste de vérification des exigences relatives à la sécurité;
- h) l'Annexe « D », Programme de contrats fédéraux en matière d'équité d'emploi - Attestation;
- i) l'Annexe « E », Exigences en matière d'assurance;
- j) la soumission de l'entrepreneur datée du _____, (*inscrire la date de la soumission*).

12. Ressortissants étrangers (entrepreneur canadien) (*s'il y a lieu*)

Clause du *Guide des CCUA* A2000C (2006-06-16), Ressortissants étrangers (entrepreneur canadien)

OU

12. Ressortissants étrangers (entrepreneur étranger) (*s'il y a lieu*)

Clause du *Guide des CCUA* A2001C (2006-06-16), Ressortissants étrangers (entrepreneur étranger)

13. Assurance – exigences particulières

L'entrepreneur doit respecter les exigences en matière d'assurance prévues à l'annexe E.
L'entrepreneur doit maintenir la couverture d'assurance exigée pendant toute la durée du contrat. Le respect des exigences en matière d'assurance ne dégage pas l'entrepreneur de sa responsabilité en vertu du contrat, ni ne la diminue.

L'entrepreneur est responsable de décider si une assurance supplémentaire est nécessaire pour remplir ses obligations en vertu du contrat et pour se conformer aux lois applicables. Toute assurance supplémentaire souscrite est à la charge de l'entrepreneur ainsi que pour son bénéfice et sa protection.

L'entrepreneur doit faire parvenir à l'autorité contractante, dans les dix (10) jours suivant la date d'attribution du contrat, un certificat d'assurance montrant la couverture d'assurance et confirmant que la police d'assurance conforme aux exigences est en vigueur. Pour les soumissionnaires établis au Canada, l'assurance doit être souscrite auprès d'un assureur autorisé à faire affaire au Canada, cependant, pour les soumissionnaires établis à l'étranger, la couverture d'assurance doit être prise avec un assureur détenant une cote A.M. Best d'au

moins « A- ». L'entrepreneur doit, à la demande de l'autorité contractante, transmettre au Canada une copie certifiée de toutes les polices d'assurance applicables.

14. Dommages-intérêts fixés à l'avance – non-achèvement de l'installation

1. Si l'entrepreneur ne parvient pas à rendre le CSI prêt à être occupé (y compris l'obtention des permis d'occupation nécessaire) au plus tard à la date d'occupation, l'entrepreneur accepte de verser au Canada des dommages-intérêts fixés à l'avance de 25 000\$ pour chaque jour civil de retard, jusqu'à un maximum de 350 000 \$.
2. Le Canada et l'entrepreneur conviennent que le montant précité au-dessus est leur meilleure estimation de la perte encourue par le Canada si la situation précitée se produit, qu'il n'a pas pour but d'imposer une sanction et qu'il ne doit pas être interprété en ce sens.
3. Le Canada est autorisé en tout temps à retenir, recouvrer ou déduire tout montant de dommages-intérêts fixés à l'avance dû et impayé aux termes du présent article et de prélever ces montants de toute somme due à l'entrepreneur par le Canada.
4. Rien dans le présent article ne doit être interprété comme limitant les droits et recours dont le Canada peut par ailleurs se prévaloir aux termes du contrat.

15. Période de transition

L'entrepreneur reconnaît que la nature des services fournis en vertu du contrat exigent la continuité et qu'il peut être nécessaire d'ajouter une période de transition à la fin du contrat. L'entrepreneur accepte que le Canada puisse, à sa discrétion, prolonger le contrat d'une période de 3 mois selon les mêmes conditions afin d'assurer la transition nécessaire. L'entrepreneur accepte que, durant la période de transition du contrat, il sera payé conformément aux dispositions applicables prévues à la Base de paiement.

L'autorité contractante avisera l'entrepreneur de la prolongation du contrat en lui faisant parvenir un avis écrit au moins 90 jours civils avant la date d'expiration du contrat. La prolongation sera confirmée, pour des raisons administratives seulement, par une modification au contrat.

Solicitation No. - N° de l'invitation
47636-178281/C
Client Ref. No. - N° de réf. du client
47636-178281

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-3-36295

Buyer ID - Id de l'acheteur
tor224
CCC No./N° CCC - FMS No./N° VME

ANNEXE « A » ÉNONCÉ DES TRAVAUX

Protégé B

Les entrepreneurs satisfaisant aux exigences en matière de sécurité prévues à l'article 3.1 de la Partie 7. peuvent venir chercher ce document sur place à compter du le 25 août 2014. Il est indispensable de communiquer avec l'autorité contractante avant de venir chercher l'énoncé des travaux afin de valider que la personne venant prendre l'Annexe satisfait aux exigences en matière de sécurité.

L'Énoncé des travaux sera inséré dans le contrat subséquent lors de l'attribution du contrat.

ANNEXE « B » BASE DE PAIEMENT

Les prix sont des prix fermes tout compris en dollars canadiens, incluant les droits de douanes, destination FAB, et excluant les taxes applicables.

La période de contrat s'étend de la date d'attribution du contrat au 31 mars 2022. Cependant, le paiement des services requis commencera à la date d'occupation et se fondera sur les services réels rendus. Aucun paiement ne sera effectué avant la date d'occupation.

Pour les articles 1, 2 et 3, l'entrepreneur sera payé un tarif mensuel ferme tout compris peu importe le nombre de détenus. Pour l'article 4, l'entrepreneur sera payé pour le nombre réel de jours de détention chaque mois.

Année d'occupation 1 : De la date d'occupation (1^{er} janvier 2017) au 31 mars 2018

Livrables	Coût estimatif
Chef d'équipe d'approvisionnement	
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 15 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 15 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 15 mois.	_____ \$
4. Prix ferme de _____ \$ pour les repas quotidiens par détenu, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation), x 109 200 repas quotidiens pour 15 mois.	_____ \$,
5. Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 15 mois.	_____ \$
6. Hébergement sécurisé supplémentaire à titre optionnel – Repas Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, Un souper et une collation) x 18 200 repas quotidiens/détenu pour 15 mois.	_____ \$

Plafond des dépenses totales pour l'année d'occupation 1 : \$ (à indiquer lors de l'attribution du contrat)

Année d'occupation 2 : Du 1^{er} avril 2018 au 31 mars 2019

Livrables	Coût estimatif
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
4. Prix ferme de _____ \$ pour repas quotidiens par détenu conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas quotidiens par année.	_____ \$,
5. Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers Prix ferme de _____ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
6. Hébergement sécurisé supplémentaire à titre optionnel – Repas Prix ferme de _____ \$ pour les repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 14 600 repas quotidiens/détenu par année.	_____ \$

Plafond des dépenses totales pour l'année d'occupation 2 : _____ \$ (à indiquer lors de l'attribution du contrat)

Année d'occupation 3 : Du 1^{er} avril 2019 au 31 mars 2020

Livrables	Coût estimatif
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$

4. Prix ferme de _____ \$ pour les repas quotidiens par détenu, _____ \$
conformément à l'annexe A, énoncé des travaux (ce qui
inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas
quotidiens par année.
5. **Hébergement sécurisé supplémentaire à titre optionnel, y** _____ \$
compris l'utilisation, le maintien et les services ménagers
Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI,
maintenir le CSI et fournir des services ménagers pour un
maximum de 40 personnes supplémentaires dans l'unité
d'hébergement sécurisée supplémentaire conformément aux
spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.
6. **Hébergement sécurisé supplémentaire à titre optionnel –**
Repas _____ \$
Prix ferme de _____ \$ pour repas quotidiens
par détenu conformément au besoin prévu à l'annexe A,
Énoncé des travaux (ce qui inclut un déjeuner, un dîner,
un souper et une collation) x 14 600 repas quotidiens/détenu par année.

**Plafond des dépenses totales pour l'année d'occupation 3 : _____ \$ (à indiquer lors de
l'attribution du contrat)**

Année d'occupation 4 : Du 1^{er} avril 2020 au 31 mars 2021

- | Livrables | Coût estimatif |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI
conformément aux spécifications prévues à l'annexe A, Énoncé
des travaux, x 12 mois. | _____ \$ |
| 2. Prix ferme de _____ \$ par mois pour le maintien du CSI
conformément aux spécifications prévues à l'annexe A, Énoncé
des travaux, x 12 mois. | _____ \$ |
| 3. Prix ferme de _____ \$ par mois pour la fourniture de
services ménagers, conformément aux spécifications prévues à
l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 4. Prix ferme de _____ \$ pour les repas quotidiens par détenu,
conformément à l'annexe A, énoncé des travaux (ce qui inclut
un déjeuner, un dîner, un souper et une collation) x 87 600 repas
quotidiens par année . | _____ \$ |
| 5. Hébergement sécurisé supplémentaire à titre optionnel, y _____ \$
compris l'utilisation, le maintien et les services ménagers
Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI,
maintenir le CSI et fournir des services ménagers pour un
maximum de 40 personnes supplémentaires dans l'unité
d'hébergement sécurisée supplémentaire conformément aux
spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 6. Hébergement sécurisé supplémentaire à titre optionnel –
Repas _____ \$ | _____ \$ |

Prix ferme de _____ \$ pour repas quotidiens
par détenu conformément au besoin prévu à l'annexe A,
Énoncé des travaux (ce qui inclut un déjeuner, un dîner,
un souper et une collation) x 14 600 repas quotidiens/détenu par année.

Plafond des dépenses totales pour l'année d'occupation 3 : _____ \$ (à indiquer lors de l'attribution du contrat)

Année 5 d'occupation : Du 1^{er} avril 2021 au 31 mars 2022

Livrables	Coût estimatif
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
4. Prix ferme de _____ \$ pour les repas quotidiens par détenu, conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas quotidiens par année.	
5. Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
6. Hébergement sécurisé supplémentaire à titre optionnel – Repas Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 14 600 repas quotidiens/détenu par année.	_____ \$

Plafond des dépenses totales pour l'année d'occupation 5 : _____ \$ (à indiquer lors de l'attribution du contrat)

Total partiel du plafond des dépenses de l'année d'occupation 1 à l'année d'occupation 5 : _____ \$

Taxe de vente harmonisée (TVH), le cas échéant : _____ \$

Coût estimatif total : _____ \$

Année d'option 1 –année d'occupation 6 : du 1^{er} avril 2022 au 31 mars 2023

Livrables	Coût estimatif
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
4. Prix ferme de _____ \$ pour repas quotidiens par détenu, conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas quotidiens par année.	_____ \$
5. Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
6. Hébergement sécurisé supplémentaire à titre optionnel – Repas Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 14 600 repas quotidiens/détenu par année.	_____ \$

Année d'option 2 –année d'occupation 7 : du 1^{er} avril 2023 au 31 mars 2024

Livrables	Coût estimatif
1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.	_____ \$
4. Prix ferme de _____ \$ pour les repas quotidiens par détenu,	_____ \$

conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas quotidiens par année.

5. **Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers** _____ \$
Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois.
6. **Hébergement sécurisé supplémentaire à titre optionnel – Repas** _____ \$
Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 14 600 repas quotidiens/détenu par année.

Année d'option 3 –année d'occupation 8 : du 1^{er} avril 2024 au 31 mars 2025

- | Livrables | Coût estimatif |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 4. Prix ferme de _____ \$ pour les repas quotidiens par détenu, conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 87 600 repas quotidiens par année. | _____ \$ |
| 5. Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers
Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 12 mois. | _____ \$ |
| 6. Hébergement sécurisé supplémentaire à titre optionnel – Repas
Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 14 000 repas quotidiens/détenu par année. | _____ \$ |

Option – Période de transition : période de trois mois

Livrables

Coût estimatif

1. Prix ferme de _____ \$ par mois pour l'utilisation du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 3 mois. _____ \$
2. Prix ferme de _____ \$ par mois pour le maintien du CSI conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 3 mois. _____ \$
3. Prix ferme de _____ \$ par mois pour la fourniture de services ménagers, conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 3 mois. _____ \$
4. Prix ferme de _____ \$ pour les repas quotidiens par détenu, conformément à l'énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 21 840 repas quotidiens pour la période de trois mois. _____ \$
5. **Hébergement sécurisé supplémentaire à titre optionnel, y compris l'utilisation, le maintien et les services ménagers**
Prix ferme de _____ \$ par mois pour permettre l'utilisation du CSI, maintenir le CSI et fournir des services ménagers pour un maximum de 40 personnes supplémentaires dans l'unité d'hébergement sécurisée supplémentaire conformément aux spécifications prévues à l'annexe A, Énoncé des travaux, x 3 mois. _____ \$
6. **Hébergement sécurisé supplémentaire à titre optionnel – Repas**
Prix ferme de _____ \$ pour repas quotidiens par détenu conformément au besoin prévu à l'annexe A, Énoncé des travaux (ce qui inclut un déjeuner, un dîner, un souper et une collation) x 3 640 repas quotidiens pour la période de trois mois. _____ \$

Solicitation No. - N° de l'invitation
47636-178281/C
Client Ref. No. - N° de réf. du client
47636-178281

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-3-36295

Buyer ID - Id de l'acheteur
tor224
CCC No./N° CCC - FMS No./N° VME

ANNEXE « C »
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ

(Se reporter au document en pièce jointe)

**ANNEXE « D » de la PARTIE 5 - DEMANDE DE SOUMISSIONS
PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI -
ATTESTATION**

Je, soumissionnaire, en présentant les renseignements suivants à l'autorité contractante, atteste que les renseignements fournis sont exacts à la date indiquée ci-dessous. Les attestations fournies au Canada peuvent faire l'objet d'une vérification à tout moment. Je comprends que le Canada déclarera une soumission non recevable, ou un entrepreneur en situation de manquement, si une attestation est jugée fausse, que ce soit pendant la période d'évaluation des soumissions, ou pendant la durée du contrat. Le Canada aura le droit de demander des renseignements supplémentaires pour vérifier les attestations d'un soumissionnaire. À défaut de répondre à toute demande ou exigence imposée par le Canada, la soumission peut être déclarée non recevable ou constituer un manquement aux termes du contrat.

Pour obtenir de plus amples renseignements sur le Programme de contrats fédéraux pour l'équité en matière d'emploi, visitez le site Web d'Emploi et Développement social Canada (EDSC) - Travail.

Date : _____ (AAAA/MM/JJ) [si aucune date n'est indiquée, la date de clôture de la demande de soumissions sera utilisée]

Compléter à la fois A et B.

A. Cochez seulement une des déclarations suivantes :

- ☐ A1. Le soumissionnaire atteste qu'il n'a aucun effectif au Canada.
- ☐ A2. Le soumissionnaire atteste qu'il est un employeur du secteur public.
- ☐ A3. Le soumissionnaire atteste qu'il est un employeur sous réglementation fédérale, en vertu de la Loi sur l'équité en matière d'emploi.
- ☐ A4. Le soumissionnaire atteste qu'il a un effectif combiné de moins de 100 employés au Canada (l'effectif combiné comprend les employés permanents à temps plein, les employés permanents à temps partiel et les employés temporaires [les employés temporaires comprennent seulement ceux qui ont travaillé pendant 12 semaines ou plus au cours d'une année civile et qui ne sont pas des étudiants à temps plein]).

A5. Le soumissionnaire a un effectif combiné de 100 employés ou plus au Canada; et

- ☐ A5.1. Le soumissionnaire atteste qu'il a conclu un Accord pour la mise en œuvre de l'équité en matière d'emploi valide et en vigueur avec EDSC - Travail.

OU

- ☐ A5.2. Le soumissionnaire a présenté l'Accord pour la mise en œuvre de l'équité en matière d'emploi (LAB1168) à EDSC - Travail. Comme il s'agit d'une condition à l'attribution d'un contrat, remplissez le formulaire intitulé Accord pour la mise en œuvre de l'équité en matière d'emploi (LAB1168), signez-le en bonne et due forme et transmettez-le à EDSC - Travail.

B. Cochez seulement une des déclarations suivantes :

- ☐ B1. Le soumissionnaire n'est pas une coentreprise.

OU

Solicitation No. - N° de l'invitation
47636-178281/C
Client Ref. No. - N° de réf. du client
47636-178281

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-3-36295

Buyer ID - Id de l'acheteur
tor224
CCC No./N° CCC - FMS No./N° VME

-
- () B2. Le soumissionnaire est une coentreprise et chaque membre de la coentreprise doit fournir à l'autorité contractante l'annexe Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation. (Consultez la section sur les coentreprises des instructions uniformisées.)

ANNEXE « E » EXIGENCES EN MATIÈRE D'ASSURANCES

Assurance de responsabilité civile commerciale

1. L'entrepreneur doit souscrire et maintenir pendant toute la durée du contrat une police d'assurance responsabilité civile commerciale d'un montant équivalant à celui habituellement fixé pour un contrat de cette nature; toutefois, la limite de responsabilité ne doit pas être inférieure à 2 000 000\$ par accident ou par incident et suivant le total annuel.
2. La police d'assurance responsabilité civile commerciale doit comprendre les éléments suivants :
 - a. Assuré additionnel : Le Canada est désigné comme assuré additionnel, mais seulement en ce qui concerne les responsabilités qui peuvent découler de l'exécution du contrat par l'entrepreneur. L'intérêt du Canada devrait se lire comme suit : Le Canada, représenté par Travaux publics et Services gouvernementaux Canada.
 - b. Blessures corporelles et dommages matériels causés à des tiers découlant des activités de l'entrepreneur.
 - c. Produits et activités complétées : Couverture pour les blessures corporelles et dommages matériels découlant de biens ou de produits fabriqués, vendus, manipulés ou distribués par l'entrepreneur, ou découlant des activités complétées par l'entrepreneur.
 - d. Préjudice personnel : Sans s'y limiter, la couverture doit comprendre la violation de la vie privée, la diffamation verbale ou écrite, l'arrestation illégale, la détention ou l'incarcération et la diffamation.
 - e. Responsabilité réciproque/Séparation des assurés : Sans augmenter la limite de responsabilité, la police doit couvrir toutes les parties assurées dans la pleine mesure de la couverture prévue. De plus, la police doit s'appliquer à chaque assuré de la même manière et dans la même mesure que si une police distincte avait été émise à chacun d'eux.
 - f. Responsabilité contractuelle générale : La police doit, sur une base générale ou par renvoi explicite au contrat, couvrir les obligations assumées en ce qui concerne les dispositions contractuelles.
 - g. Les employés et (s'il y a lieu) les bénévoles doivent être désignés comme assurés additionnels.
 - h. Responsabilité de l'employeur (ou confirmation que tous les employés sont protégés par la Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail (CSPAAT) ou par un programme semblable).
 - i. Formule étendue d'assurance contre les dommages, comprenant les activités complétées : Couvre les dommages matériels de manière à inclure certains

sinistres qui seraient autrement exclus en vertu de la clause d'exclusion usuelle de garde, de contrôle ou de responsabilité faisant partie d'une police d'assurance type.

- j. Avis d'annulation : L'assureur s'efforcera de donner à l'autorité contractante un avis écrit de trente (30) jours en cas d'annulation de la police.
- k. S'il s'agit d'une police sur la base des réclamations, la couverture doit être valide pour une période minimale de douze (12) mois suivant la fin ou la résiliation du contrat.
- l. Responsabilité civile indirecte du propriétaire ou de l'entrepreneur : Couvre les dommages découlant des activités d'un sous-traitant que l'entrepreneur est juridiquement responsable de payer (le cas échéant).
- m. Droits de poursuite : Conformément à l'alinéa 5 d) de la Loi sur le ministère de la Justice, L.R.C. 1993, ch. J-2, art. 1, si une poursuite est intentée par ou contre le Canada et que, indépendamment de la présente clause, l'assureur a le droit d'intervenir en poursuite ou en défense au nom du Canada à titre d'assuré additionnel désigné en vertu de la police d'assurance, l'assureur doit communiquer promptement avec le Procureur général du Canada, par lettre recommandée ou par service de messagerie, avec accusé de réception, pour s'entendre sur les stratégies juridiques.

Pour la province de Québec, envoyer à l'adresse suivante :

Directeur
Direction du droit des affaires
Bureau régional du Québec (Ottawa)
Ministère de la Justice
284, rue Wellington, pièce SAT-6042
Ottawa (Ontario) K1A 0H8

Pour les autres provinces et territoires, envoyer à l'adresse suivante :

Avocat général principal
Section du contentieux des affaires civiles
Ministère de la Justice
234, rue Wellington, Tour de l'Est
Ottawa (Ontario) K1A 0H8

Une copie de cette lettre doit être envoyée à l'autorité contractante à titre d'information. Le Canada se réserve le droit d'intervenir en codéfense dans toute poursuite intentée contre le Canada. Le Canada assumera tous les frais liés à cette codéfense. Si le Canada décide de participer à sa défense en cas de poursuite intentée contre lui et qu'il n'est pas d'accord avec un règlement proposé et accepté par l'assureur de l'entrepreneur et les plaignants qui aurait pour effet de donner lieu à un règlement ou au rejet de l'action intentée contre le Canada, ce dernier sera responsable envers l'assureur de l'entrepreneur pour toute différence entre le montant du règlement proposé et la somme adjugée ou payée en fin de compte (coûts et intérêts compris) au nom du Canada.

ANNEXE F

Exigences relatives au bail de la Commission de l'immigration et du statut de réfugié du Canada (CISR)

Appendice 1

Dans la DDP, il est fait mention de la Commission de l'Immigration et du statut de réfugié du Canada (CISR). La CISR est un tribunal administratif permanent qui relève du Parlement par l'entremise du ministre de la Citoyenneté et de l'Immigration. Elle est indépendante de Citoyenneté et Immigration Canada et de l'ASFC sur le plan institutionnel. Dans le cadre de ces fonctions au CSI, la CISR pourrait notamment effectuer des contrôles des motifs de détention pour les personnes détenues par le Canada et présider les audiences sur l'admissibilité.

Les locaux offerts aux fins d'utilisation par la CISR doivent :

- a) comporter 556,7 mètres carrés utilisables (um^2) de locaux cédés à bail;
 - b) être contigus et être situés sur un étage (c.-à-d. les locaux loués ne peuvent être divisés en deux espaces ou en des espaces plus petits qui totaliseraient $556,7 \text{ um}^2$);
 - c) doivent être entièrement cédés à bail et ne pas être situés dans le périmètre de sécurité de l'ASFC;
 - d) permettre la tenue efficace des activités de la CISR (des locaux longs et étroits pourraient ne pas prêter à l'efficacité);
 - e) compter des places de stationnement public près de l'entrée publique de la CISR;
6. compter un arrêt de transport en commun à moins de 500 m de l'entrée publique de la CISR et être desservi par le transport en commun au moins toutes les trente (30) minutes les jours ouvrables. Des trottoirs municipaux doivent relier le bâtiment et l'arrêt de transport en commun;
7. pouvoir accueillir de l'équipement de télécommunications et la transmission de données, y compris la vidéoconférence, et offrir un système de sécurité indépendant à l'usage exclusif de la CISR.
8. Chaque exigence ci-après est obligatoire et le soumissionnaire doit signer une attestation, incluse à l'article 1.1.3 de la PARTIE 5, dans laquelle il prend acte de chaque exigence obligatoire et consent à s'y conformer:
- a) Le soumissionnaire doit, sur demande de TPSGC, présenter à TPSGC une offre de location sous une forme correspondant à l'exemple de trousse de documents pour location à bail, conformément à toutes les modalités prévues aux présentes, notamment la garantie contractuelle de 500 000,00 \$;
 - b) Le soumissionnaire doit offrir un bail d'une durée semblable à celle du Centre de surveillance de l'Immigration de l'ASFC, y compris les périodes d'option;
 - c) Le soumissionnaire must fournira à ses frais une entrée publique distincte pour la CISR et des entrées pour le personnel de la CISR. Ces entrées ne devront pas

être situées dans le périmètre de sécurité de l'ASFC;

- d) Le soumissionnaire doit fournir à ses frais des salles de bain distinctes pour les clients et le personnel de la CISR;
- e) Le soumissionnaire doit mettre les locaux loués à la disposition de la CISR en vue d'effectuer les améliorations locatives au plus tard dix-huit (18) semaines avant la date de début de bail de la CISR sans frais pour le Canada.
- f) Si les locaux loués doivent être munis d'appareils élévateurs, le soumissionnaire doit installer à ses frais au moins deux (2) appareils élévateurs pour faciliter l'accès aux locaux loués; et
- g) Le soumissionnaire doit, à ses frais, s'assurer que l'accès aux locaux loués, y compris le stationnement, et que la circulation à l'intérieur de ceux-ci, soient pleinement adaptés pour les personnes ayant une incapacité physique conformément à la norme de l'Association canadienne de normalisation intitulée « Conception accessible pour l'environnement bâti » (CAN/CSA-B651-12).

Appendice 2

EXEMPLE DE TROUSSE DE DOCUMENTS POUR LOCATION À BAIL

Se reporter au document en pièce jointe.



Government of Canada
Gouvernement du Canada

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4763678281

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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

13-048

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Canada Border Services Agency (CBSA) EIOD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provision of a low risk Immigration Holding Centre for the accommodation and care of persons detained (Detainee) under the Immigration and Refugee Protection Act (IRPA)			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

APPENDIX 2 TO ANNEX F

Specimen Lease Offer Documentation Package

for

Immigration Refugee Board (IRB) Leased Accommodation Project

**Leasing Section
Real Property Services
Ontario Region**

Enquiries: (416) 512-5583

TABLE OF CONTENTS

PART 1	-	INVITATIONS TO OFFER INSTRUCTIONS TO OFFERORS REQUIREMENTS
PART 2	-	OFFER
PART 3	-	SPECIMEN LEASE
PART 4	-	STANDARDS FOR LEASED ACCOMMODATION

**INVITATION TO OFFER
INSTRUCTIONS TO OFFERORS
REQUIREMENTS**

INVITATION

Her Majesty the Queen in Right of Canada, represented by the Minister of Public Works and Government Services, hereinafter called the “Lessee”, invites Offers for Leased Premises in the Province of Ontario.

1. RECEIPT OF OFFER

- .1 To be eligible for consideration, the Offer, found in Part 2 of this Lease Offer Documentation Package must be received at the address noted below:

Real Property, Leasing
Ontario Region
Public Works and Government Services Canada
4900 Yonge Street, 10th Floor
Toronto, Ontario
M2N 6A6

2. ACCEPTANCE PERIOD

- .1 Offers shall remain irrevocable by the Offeror and open for acceptance from the Closing Time and Date up to and including the date indicated in the Acceptance Period of the Offer found in Part 2 of this Lease Offer Documentation Package.

3. LOCATION AND PROJECT RELATED REQUIREMENTS

- .1 The Leased Premises offered shall be the IRB Leased Space component presented for the CBSA Low-Risk Holding Centre (“CBSA Contract”).
- .2 Leased Premises shall meet the following project related requirements:
- (a) The Leased Premises must meet the provisions contained in this Lease Offer Documentation Package. The technical requirements are contained in Part 4 of this Lease Offer Documentation Package and must be complied with.
 - (b) All of the basic office space proposed must be contiguous.
 - (c) The building must have a recycling program where one is available in the municipality.

4. LEASED PREMISES

- .1 Category and amount of Leased Premises required:
 - (a) Basic Office Space: **556.7** square metres in usable area as defined and determined in accordance with the Measurement Instructions found in Part 3 of this Lease Offer Documentation Package.
- .2 Leased Premises requirements are set forth in terms of usable area; however Offerors shall quote rental rates on the basis of rentable area as defined and determined in accordance with the Measurement Instructions found in Part 3 of this Lease Offer Documentation Package. In completing an Offer, Offerors shall set forth both the usable area and rentable area of the Leased Premises offered, in square metres, to one (1) decimal place.

5. TERM AND EXTENSIONS

- .1 The Lessee requires a lease term will be consistent with the term expressed in the CBSA Contract.
- .2 The Offeror shall submit an Offer based upon a uniform rental rate throughout the term.

6. COMMENCEMENT DATE OF THE LEASE

- .1 The Commencement Date of the Lease shall be will be consistent with the term expressed in the CBSA Contract, ready for use and occupancy.
- .2 The Leased Premises shall be available for completion of the Lessee's Improvements at least Eighteen (18) weeks prior to the Commencement Date of the Lease at no cost to the Lessee.

7. PARKING

- .1 The parking spaces provided to the Lessee shall meet the requirements of this Lease Offer Documentation Package and the standards for parking set forth in the Standards for Leased Accommodation of this Lease Offer Documentation Package.

8. SECURITY SCREENING AND CLEARANCE

.1 (a) Security Screening

- (i) Overview - This security requirement applies to Offerors that will submit an Irrevocable Offer to Lease (see Clause 28 of the Form of Lease and Clause 9.3 (g) of Part 1). The requirement prescribes a mandatory security status applicable to the Lessor and the Lessor's servants, agents, employees and subcontractors having access to the Leased Premises at all times throughout the term of the Lease and any extension thereof. In the case of a Joint Venture, each member of the Joint Venture must obtain the security clearance. The Offerors must also ensure their employees; contractors i.e., janitorial staff or maintenance crew, and other individuals requiring access to Leased Premises obtain their security screening and clearance before they can access the Leased Premises either during the fit-up stage (unless instructed otherwise by the Leasing Officer) or as of the Lease Commencement Date as the case may be.
 - (ii) Any individual, employee, contractor or sub-contractor that fails to obtain the required level of security shall be denied access to the Leased Premises. If any individual, employee or contractor fails to obtain the required security screening and clearance, a replacement that has the appropriate security requirements must be provided by the Offeror.
 - (iii) There are no costs charged by the Canadian Industrial Security Directorate (CISD) or Public Works and Government Services Canada (PWGSC) related to obtaining a security screening level.
- (b) The required level of Security Clearance for this project is **"Reliability"**.
- (c) Security Clearance Submission Requirements
- (i) The Offerors, their contractors and sub-contractors can use their existing Procurement Business Number (PBN) to commence the application process and should visit the Canadian Industrial Security Directorate (CISD) website at <http://ssi-iss.tpsgc-pwgsc.gc.ca> to become knowledgeable of the specific submission requirements, for both organizational and personnel security screening and clearance purposes. Refer to Chapter 2, Industrial Security Manual (Latest Edition).

- (ii) A Designated Organization Screening (DOS) permits the organization to have its employees cleared to allow access to Leased Premises.
- (iii) The basic components for a contractor to obtain a DOS and security clearance for their employees are listed below. It should be noted that the process is more complex than indicated and CISC will guide all applicants through the process.
 - (aa) Applicants must provide details on their organization as required;
 - (bb) One individual within the organization will act as the point of contact with CISC; this individual will be known as the Company Security Officer;
 - (cc) Personnel will need to fill out the TBS/SCT 330-23 form.
- (iv) Application Procedures and Responsibilities - The Offeror is responsible for ensuring its personnel, contractors, sub-contractors, janitorial staff or maintenance crew, who have access to Leased Premises meet all the CISC/PWGSC security requirements which are provided in Clause 28 of the Form of Lease. These requirements include without limitation that all individuals shall have the required security screening and clearance when their duties or tasks necessitate access to Leased Premises. This application procedure may involve follow-up inquiries.
- (d) Security Rejections

If any individual cannot achieve the required personnel security clearance, that individual involved will not be permitted access to the Leased Premises. Failure to achieve a security clearance indicates that PWGSC has not been able to establish a clear record that permits that individual to have access to Leased Premises. The above includes any additional individual, contractor or sub-contractor hired by the Lessor in order to fulfill the requirements of the lease. Should any individual, employee, contractor or sub-contractor fail to obtain the required security clearance, a replacement having the appropriate security requirements must be provided by the Offeror.
- (e) If an Offeror currently holds a valid security clearance to the required level, this should be provided as Additional Information in accordance with Clause 8 Part 2 of this Invitation to Offer.

9. PREPARATION AND SUBMISSION OF AN OFFER

- .1 This Lease Offer Documentation Package sets out the provisions, requirements and standards to be provided and maintained in the Leased Premises and is to be used in the preparation of an Offer. The preparation and submission of an Offer shall be at the sole expense of the Offeror.
- .2 If the Building in which Leased Premises are offered is not yet constructed, not yet completed, or does not presently meet all the provisions, requirements and standards set out in this Lease Offer Documentation Package, Offerors may submit an Offer which shall include a commitment to meet these provisions, requirements and standards prior to the date set for occupancy by the Lessee, all at the Offeror's sole expense. In such circumstances, the Offeror shall upon request by the Lessee, provide a detailed, unambiguous description and schedule of all work which shall be completed in order to meet the provisions, requirements and standards contained in this Lease Offer Documentation Package. The said description and schedule shall be in sufficient detail to demonstrate clearly to the Lessee that the work the Offeror will undertake and complete is such that the Leased Premises offered will meet all of the provisions, requirements and standards contained in this Lease Offer Documentation Package. Provision of such description and schedule shall not in any way impair or derogate from the obligation of the Offeror to comply with all the provisions, requirements and standards set out in this Lease Offer Documentation Package.
- .3 An Offer shall include:
 - (a) a fully completed and executed Offer, found in Part 2 of this Lease Offer Documentation Package;
 - (b) section deleted
 - (c) a hard copy and an electronic scaled CAD version of the floor plans showing the Leased Premises being offered as well as columns, washrooms, elevators, stairs, janitor closets/ rooms and including any architectural elements normally present in such floor plans;
 - (d) plan(s) showing the location(s) of the parking spaces and its or their relation to the Leased Premises being offered;
 - (e) a full legal description of the lands and premises; and
 - (f) A Lawyer's opinion **and** documentary evidence as to the nature of the Offeror's rights in the Leased Premises offered.

Documentary evidence shall be included in the form of:

- (i) copy the deed;
- (ii) certified copy of the relevant abstract page or parcel register indicating the registered owner of the property;
- (iii) ground lease;
- (iv) agreement of purchase and sale; or
- (v) the legal document on which such rights are based.

If the Offeror provides a copy of an agreement of purchase and sale it must certify that it can obtain full ownership of the Leased Premises offered within 45 days of the acceptance of its Offer; and must provide proof of registered ownership within this period;

- (g) Documentary evidence the Offeror has attained security clearance to the required level, specifically a valid registration number or Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
- (h) A complete list of names of the entities according to the ownership nature of the Offeror.
- (i) The information required by the **INTEGRITY PROVISIONS** clause; and
- (j) any additional information considered necessary by the Lessee.

All of the above information is mandatory and shall be enclosed in an envelope which shall be sealed and endorsed with the name and address of the Offeror, the project number and the Time and Date fixed for receipt of Offers. When it is impossible to enclose any required information in such envelope, this information shall be submitted in a package or packages clearly and prominently labeled, cross-referenced with and attached to the envelope containing the Offer.

- .4 Furthermore the Offeror shall make available upon request to the Lessee within forty-eight (48) hours, or within a time frame agreed to by the Lessee, additional information that may include the following:
- (a) a comprehensive description of the building in which the Leased Premises is located, including the building systems: architectural, structural, floor loading capacities, mechanical, electrical, and vertical transportation. The description must be sufficiently detailed to permit the Lessee to evaluate conformity of the Offer with provisions, requirements and standards set out in this Lease Offer Documentation Package;

- (b) a map showing the relationship of the building in which the Leased Premises is located to the surrounding roadways and buildings;
- (c) a comprehensive, unambiguous, professionally prepared schedule outlining all activities pertaining to the implementation of the work to be completed, all in logical sequence;
- (d) floor plans (scale - 1:50 (1/4"=1'-0") or 1:100 (1/8"=1'-0")) showing the Leased Premises being offered as well as columns, washrooms, elevators, stairs, including any architectural elements normally present in such floor plans. Plans and specifications including detailed mechanical and electrical plans showing equipment and distribution shall meet base building requirements as detailed at Section 4 hereof;
- (e) particulars of the floor loading capacities and population density for which the building will be, or has been designed;
- (f) a signed statement by the manufacturer, maintenance contractor, or an engineer's certificate giving particulars of the design criteria, capacity, and of the current performance of all buildings systems, including but not limited to HVAC, elevators, etc., certifying their conformity to all applicable codes and the Lessee's requirements and standards;
- (g) certified copy of applicable zoning by-law for the lands confirming that the proposed use is fully compliant therewith; and
- (h) a comprehensive emergency evacuation plan, which will set forth the process for evacuation of persons as required under applicable codes and shall update the required plans to adjust for any changes made to the evacuation route during the term of the lease, and provide such plans freely to the Lessee.
- (i) any additional information considered necessary by the Lessee.

10. SWING OFFICE SPACE

- .1 If prior to the first day of the term of this Lease a portion or portions of the Leased Premises are under lease to and occupied by the Lessee pursuant to a prior lease (prior leased premises) and if the Lessor requires possession of a portion of the prior leased premises (affected space) to facilitate demise and/or preparation of the Leased Premises in accordance with the terms and conditions of this Lease then, in such event:

The Lessor shall;

- (a) identify the space within the prior leased premises;
 - (b) identify temporary swing office space which will replace the affected space within the prior leased premises;
 - (c) prepare a schedule detailing sequential phased move(s) of occupants to temporary swing office space;
 - (d) develop a scope of work detailing sequential phased move(s) of the Lessee's furniture, equipment, data and phone cabling including details of all work/services the Lessor will perform/provide to facilitate the Lessee's operations within the temporary swing office space;
 - (e) deliver the schedule and scope of work detailing sequential phased move(s) to the Lessee for its review and written approval;
 - (f) at its sole cost and expense implement the approved schedule and scope of work, all to the reasonable satisfaction of the Lessee.
- .2
- (a) The temporary swing office space shall meet all base building standards of the Lessee as set out in this Lease Tender Document Package;
 - (b) The temporary swing office space is subject to the Lessee's sole approval, must meet the Lessee's operational requirements, and will not interfere with the Lessee's business operations;
 - (c) All costs associated with relocation to and from temporary office space will be the Lessor's sole responsibility;
 - (d) Any and all work required to demise the Leased Premises and implement the Lessee's Improvements will be undertaken and completed in such a manner to achieve minimum interruption of services to the temporary swing office space and/or the prior leased premises. Work shall be performed after 19:00 hours and shall be stopped prior to 05:00 hours the following day and shall provide a hazard and odour free work environment.

11. CLARIFICATION

- .1 The Lessee may require clarification from the Offeror with respect to any information provided by Offeror. Such clarification shall be provided within twenty-four (24) hours of request, or within a longer time period stipulated by the Lessee.

12. **SECURITY**

- .1 SECTION DELETED
- .2 CONTRACT SECURITY
 - (a) During the evaluation of the Offer, the Lessee may direct the Offeror to deliver to the Lessee, within ten (10) days or such other period as may be designated by the Lessee, a written undertaking in a form and substance acceptable to the Lessee. The Undertaking shall:
 - (i) be from a financial institution which is a member of the Canadian Payments Association; and
 - (ii) if the Offeror's Offer is accepted, oblige the financial institution, within five (5) days of the acceptance of the Offer, or within such other period as may be designated by the Lessee, to provide to the Lessee an Irrevocable Standby Letter of Credit in the amount of ***Five Hundred Thousand and 00/100 Dollars (\$500,000.00)*** and in the form attached as Appendix "A".
 - (b) Notwithstanding the provisions of sub-paragraph (a) above, at the request of the Lessee, the Lessor shall within fourteen (14) days of the acceptance of the Offer, or within such other period as may be designated by the Lessee, at the Lessor's expense, deliver to the Lessee an Irrevocable Standby Letter of Credit which meets the requirements of sub-paragraphs (a)(i) & (a)(ii) above. If the Irrevocable Standby Letter of Credit is not so delivered, notwithstanding anything to the contrary, the agreement constituted by this Offer when accepted, and any Lease and any agreement for Lessee's Improvements entered into pursuant to the Offer shall, at the option of the Lessee, be null, void and of no effect.
 - (c) The Offeror shall cause such Irrevocable Standby Letter of Credit, or any extension, or replacement thereof, to remain in full force and effect until thirty (30) days after the delivery of the Leased Premises to the Lessee ready for use and occupancy by the Lessee, and Her Majesty shall be entitled to receive full payment under the Irrevocable Standby Letter of Credit in the event that the Offeror is in default under any provision of the Offer.

13. REJECTION OF IRREVOCABLE OFFER TO LEASE

- .1 The Lessee may reject an Irrevocable Offer to Lease if, with respect to current or prior transactions or contracts with the Lessee:
 - (b) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (c) evidence, satisfactory to the Lessee, of failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the Invitation To Offer document;
 - (d) the Lessee has exercised, or intends to exercise, its contractual remedies of suspension or termination for default with respect to a Real Property transaction or a contract with the Offeror, any of its employees or any subcontractor included as part of the Invitation To Offer document; or
 - (e) the Lessee determines that the Offeror's performance on other Real Property transactions or contracts, including its efficiency and workmanship, the extent to which the Offeror diligently and effectively fulfilled all of its obligations, is sufficiently poor to jeopardize the successful completion of this requirement.
- .2 Where the Lessee intends to reject an Irrevocable Offer to Lease pursuant to a provision of subsection (a), the Lessee will inform the Offeror and provide the Offeror five (5) working days within which to make written representations as to why their Irrevocable Offer to Lease should not be rejected before making a final decision on the rejection of the Irrevocable Offer to Lease.

14. INTEGRITY PROVISIONS

- .1 The Lessor agrees to comply and to be bound with the terms set out in these Integrity Provisions.
- .2 The Lessor confirms that it understands that, to ensure fairness, openness and transparency in the leasing process, the commission of certain acts or offences may result in a termination for default under the Lease. If the Lessor made a false declaration in its Irrevocable Offer to Lease, makes a false declaration under the Lease, fails to diligently maintain up-to-date the information requested, or if the Lessor or any of the Lessor's Affiliates fail to remain free and clear of any acts or convictions specified in these Integrity Provisions during the Term of the Lease and any option to

extend, such false declaration or failure to comply may result, following a notice period, in a termination for default under the Lease. The Lessor understands that a termination for default will not restrict the Lessee's right to exercise any other remedies that may be available against the Lessor and agrees to immediately return any advance payments.

.3 Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Lessor's Affiliates if:

- 1) directly or indirectly either one controls or has the power to control the other, or
- 2) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

.4 The Lessor who is incorporated or who is a sole proprietorship has already provided a list of names of all individuals who are directors of the Lessor or the name of the owner. The Lessor who has submitted an Irrevocable Offer to Lease as a joint venture has already provided a list of names of all directors, or the name of the owner, for each member of the joint venture. The Lessor must diligently inform the Lessee in writing of any changes affecting the list of names of directors during the Term of the Lease and any option to extend. The Lessor must also, when requested, provide the Lessee with properly completed and signed consent forms and associated information, and cooperate to the verification process.

.5 The Lessor certifies that it is aware, and that its affiliates are aware, that the Lessee may verify the information provided by the Lessor, including the information relating to the acts or convictions specified in these Integrity Provisions through independent research, use of any government resources or by contacting third parties.

.6 The Lessor certifies that neither the Lessor nor any of the Lessor's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Lease if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act

.7 Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs 1) or 2) of subsection .8, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Lessor must therefore provide a copy of confirming documentation from an official source for its certification to be found true by the Lessee for the purpose of these Integrity Provisions.

.8 The Lessor certifies that neither the Lessor nor any of the Lessor's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:

- 1) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
- 2) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, or
- 3) section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or
- 4) section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act*, or
- 5) section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
- 6) section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
- 7) section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Corruption of Foreign Public Officials Act*, or

- 8) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

The Lessor also certifies that no one convicted under any of the provisions under 1) or 2) are to receive any benefit under the Lease, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

.9 Foreign Offences

The Lessor also certifies that, within a period, as defined in the Time Period subsection, neither the Lessor nor any of the Lessor's Affiliates have been convicted or have received a conditional or an absolute discharge, under any foreign offence that the Lessee deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. The Lessee will also consider foreign measures declared by the Lessee to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

.10 Subcontracts

The Lessor must ensure that subcontracts include Integrity Provisions no less favourable to the Lessee than those imposed under the Lease.

.11 Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are not applicable.

15. EVALUATION

- .1 The evaluation of Offers received is an on-going process and the Lessee reserves the right to terminate any further consideration of any Offer at any time during the Acceptance Period for any reason whatsoever without any notice thereof.
- .2 The Offeror shall permit the Lessee's employees, servants, agents and contractors reasonable access to the Leased Premises and Building, or Lands on which the Leased Premises are located, for the purpose of making assessments with respect to the Premises offered including Building systems and environmental assessments which the Lessee deems appropriate. Such assessments shall not constitute a taking of possession by the Lessee.
- .3 An Offer may not be subject to further evaluation if, in the sole opinion of the Lessee, the Offer fails to meet or comply with the provisions, requirements or standards as set forth in this Lease Offer Documentation Package.

- .4 An Offer will not be subject to further evaluation if, in the sole opinion of the Lessee, the Offer is conditional or qualified in any matter.
- .5 In carrying out the evaluation of the Offer:
- (a) The Lessee will take into consideration the rent and parking fees, additional rent, as they occur over the original term of the Lease, and the front-end costs. For the purpose of this subclause, the front end costs shall mean those costs which will be estimated by the Lessee including, but will not be limited to, those related to the Lessee's Improvements, moving, signage, screens, consultants, and any similar costs which may be incurred by the Lessee. The types of costs and the estimations made by the Lessee related thereto shall be determined at the sole discretion of the Lessee.
 - (b) The Lessee may take into consideration inducements and allowances offered by the Offeror, but the value, if any, attributed to such inducements and allowances will be determined at the sole discretion of the Lessee.
 - (c) Cash flows will be depicted as a net present value as of the commencement date of the Lease.
 - (d) In cases where the Leased Premises offered are currently under lease by the Lessee and it is determined by the Lessee that a temporary relocation of the occupants or any other costs could become necessary to allow for the completion of any portion of the improvements to be made to the Leased Premises (including the improvements to be completed by both the Offeror and the Lessee), the Lessee may include in the evaluation of the Offer those costs expected to be incurred by the Lessee connected thereto at the sole discretion of the Lessee.
 - (e) For the purposes of the evaluation, the measurements quoted in the Offer will be utilized and all costs calculated or estimated by the Lessee shall be final.
- .6 Notwithstanding the above, the Lessee reserves the unqualified right to carry out a comparative evaluation of all or any of the Offers and evaluate them based on considerations which in the sole opinion of the Lessee would yield to the Lessee the best value. This evaluation may be on such matters as, but not limited to, the quality of Leased Premises, the efficiency of the Leased Premises offered, building design and access, the degree to which the requirements are already met, or the time within which all requirements will be met.

16. ACCEPTANCE

- .1 The Lessee may accept any Offer , or may reject any or all Offers.
- .2 Upon acceptance of an Offer by the Lessee, the Offeror shall within **three (3) weeks** the date of the Lessee's award provide a complete set of base building drawings including but not limited to architectural, mechanical, electrical and fire safety. All drawings shall fully comply in every way with base building requirements contained in the Standards for Leased Accommodation of Lease Offer Document Package. Drawings must be in AutoCAD format and must be provided in hard copy and electronic format.

17. LESSEE'S IMPROVEMENTS

- .1 In conformance with the provisions of the Offer, the Leased Premises shall be improved prior to the Commencement Date of the Lease, or as may be directed by the Lessee.
- .2 If the Lessee decides to have all or part of its Lessee's Improvements undertaken by the Offeror, the Offeror shall execute the form of agreement for Lessee's Improvements in accordance with the terms and conditions of the Offer and set forth in this Lease Offer Documentation Package.
- .3 In the event of the Offeror being requested by the Lessee to undertake the fit-up,
 - (a) the Offeror shall be responsible to provide complete stamped working drawings and specifications for base building items as required to obtain all permits and licenses, including full architectural, electrical, and mechanical plans, at the cost of the Offeror.
- .4 In the event of the Offeror being requested by the Lessee to undertake the fit-up, the Offeror may be required to provide, at the expense of the Lessee, the services of qualified architectural consultants licensed in the province of Ontario with suitable support staff including structural, mechanical and electrical engineers for the preparation of design drawings and specifications for the tenant improvements, such services may include:
 - (a) preparation of interior layout drawings;
 - (b) preparation of furniture floor plans;

- (c) preparation of all architectural, mechanical, electrical, voice/data drawings and specifications in excess of base building, and door hardware and room finish schedules for pricing and construction;
- (d) arrange and attend regularly scheduled project meetings throughout the Project;
- (e) conduct field reviews of construction work and prepare progress reports;
- (f) conduct substantial and final completion inspections with deficiency reports and required certificates;
- (g) provide as-built drawings of all completed construction and furniture locations on computer disk and reproductive medium;
- (h) preparation of project and detailed construction schedule, change notices and change orders, finish colour board, as approved by Lessee, and review of shop drawings; and
- (i) overall project management of tenant improvements.

ALL DRAWINGS SHALL BE PROVIDED ON AUTO CAD

18. EXECUTION OF THE OFFER

.1 The Offer must be executed in accordance with the following:

- (a) **Corporation or Joint Stock Company** - The signatures of the authorized signatories shall be affixed with their names and titles typed or printed in the space provided, and the corporate seal shall be affixed. If the corporate seal is not affixed to the Offer, the signatures shall be witnessed and proof of signing authority shall accompany the Offer, and an adhesive coloured seal shall be affixed next to each authorized signature.
- (b) **Partnership, General Partnership or a Limited Partnership** - The signatures of the partners shall be affixed and their names typed or printed in the space provided. The signatures shall be witnessed. If not all of the partners sign or in the event that the signatory is not a partner, then a certified true copy of the agreement signed by all partners authorizing any such signatory to execute the Offer on their behalf shall accompany the Offer.

An adhesive coloured seal shall be affixed next to each signature.

- (c) **Sole Proprietorship or An Individual doing business under a Business Name** - The signature of the sole proprietor shall be affixed and the name typed or printed in the space provided. The signature shall be witnessed. In the event that the signatory is not the sole proprietor, then a certified true copy of the agreement signed by the sole proprietor authorizing any such signatory to execute the Offer shall accompany the Offer.

An adhesive coloured seal shall be affixed next to each signature.

19. **ENQUIRIES**

- .1 Refer all enquiries concerning this project to:

Grant Miller
Senior Leasing Advisor
Real Property Services
Public Works and Government Services Canada
Ontario Region

Telephone number: (416) 512-5583 Fax number: (416) 512- 5544

APPENDIX “A”

IRREVOCABLE STANDBY LETTER OF CREDIT FORMAT

Dated the _____ day of _____ 20 ____.

Name and address of issuing financial institution (branch), hereinafter referred to as "We"

Name and address of negotiating, paying or accepting financial institution (branch), as required

Applicant's name and address

Beneficiary: Her Majesty the Queen in Right of Canada, represented by the Minister of Public Works and Government Services, herein called "Her Majesty".

Amount in words:

Date of expiry: *date specified by the Lessee*

RE: Lease Project Number _____ dated _____ between Her Majesty the Queen in Right of Canada and _____.

We, hereby issue our Irrevocable Standby Letter of Credit in favour of Her Majesty, in the amount of _____ and 00/100 Dollars (\$), which is payable at sight upon presentation of a written demand signed by the Regional Director General, Public Works and Government Services Canada or the Regional Director, Real Property Services, Public Works and Government Services Canada stating that:

the Applicant has not complied with the terms and conditions of its Offer to Her Majesty bearing Lease Project No. _____ ;

the amount of the demand; and,

the number and date of this Irrevocable Standby Letter of Credit, and the name of the issuer.

Payments shall be made to the Receiver General for Canada.

Partial and multiple demands against this Irrevocable Standby Letter of Credit are permitted. The maximum amount of this Irrevocable Standby Letter of Credit shall be reduced by the amount of any payment made thereunder. All banking charges are for the account of the Applicant.

Except so far as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

For *(name of financial institution)*

Signed: _____
(authorized signature)

Countersigned: _____
(authorized signature)

Date: _____

APPENDIX “B”

CONSENT TO A CRIMINAL RECORD VERIFICATION



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

*Protected (when completed and received by government)
Protégé (lorsque rempli et reçu par le gouvernement)*

*If completed manually, please print
Si rempli manuellement, veuillez écrire en lettres moulées*

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes	Date Received (Y-A M D-J) Date de réception
Reference Number Numéro de référence	

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement. Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/ de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A.	INSTRUCTIONS
	<p>Criminal record verification is an integral part of the business verification process pursuant to the Integrity Provisions related to Real Property transactions of Public Works and Government Services Canada (PWGSC). Under the terms of these provisions, you are affiliated to a business wishing to obtain or maintain a real property instrument with PWGSC. In order to complete the verification process you must agree to provide the Special Investigations Directorate (SID), Departmental Oversight Branch of PWGSC, with your consent to a criminal record verification by completing and signing this form.</p> <p>This consent form will remain valid and may be used more than once by PWGSC in relation to future requests for the business here concerned. You may revoke such consent by submitting in writing to SID, Part F of this form duly completed. It is important to provide your personal coordinates so that SID may contact you directly if a follow-up is required, for example if further proof of identity such as fingerprints must be obtained.</p>
	<p>La vérification de l'existence d'un casier judiciaire fait partie intégrante du processus de vérification des entreprises en vertu des dispositions relatives à l'intégrité relié aux transactions immobilières et attestations des transactions immobilières de Travaux publics et Services gouvernementaux Canada (TPSGC). En vertu de ces dispositions, vous êtes affilié à une entreprise désirant obtenir ou conserver un instrument pour les biens immobiliers avec TPSGC. En vue de compléter le processus de vérification, vous devez accepter de remettre votre consentement la vérification de l'existence d'un casier judiciaire à la Direction des enquêtes spéciales (DES) de la Direction générale de la surveillance de TPSGC, en complétant et en signant le présent formulaire.</p> <p>Ce formulaire de consentement demeurera valide et pourra servir plus d'une fois à TPSGC en lien avec les demandes ultérieures de l'entreprise concernée. Vous pouvez révoquer votre consentement, en soumettant par écrit à la DES la partie F du présent formulaire dûment complétée. Il est important d'indiquer vos coordonnées personnelles de façon à ce que la DES puisse vous contacter directement si un suivi s'avère nécessaire, par exemple si des éléments additionnels confirmant votre identité tels des empreintes digitales doivent être obtenues.</p>
B.	PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS
	<p>The personal information requested on this form is collected under the authority of subsection 750(3) of the Criminal Code, paragraph 42 (1(c)) of the Financial Administration Act, and sections 7 and 21 of the Department of Public Works and Government Services Act. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining real property instruments. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification. Incidentally, it is possible that the competent authorities require that fingerprints be taken to conduct the criminal record verification.</p> <p>Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du Code criminel, du paragraphe 42(1(c)) de la Loi sur la gestion des finances publiques et des articles 7 et 21 de la Loi sur le ministère des Travaux publics et des Services gouvernementaux. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver des instruments pour les biens immobiliers. Les renseignements peuvent être diffusés d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel. Par ailleurs, afin de procéder une vérification de l'existence d'un casier judiciaire, il est</p>

Project No.
Public Works and Government Services Canada

Ontario Region

**PART 1 – INVITATIONS TO OFFER
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<p>The personal information is described in personal information bank PWGSC PPU 184-Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the <i>Privacy Act</i>.</p>		<p>possible que les autorités compétentes requièrent la prise d'empreintes digitales.</p> <p>Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la Loi sur la protection des renseignements personnels.</p>
<p>C. BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu</p>		
Family Name (Last Name) -Nom (de famille)		Family Name at Birth -Nom de famille à la naissance
Full Given Names (No initials)- Prénoms au complet (aucune initiale)		
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légal, sobriquets)		
<p>Gender - Sexe</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p>Masculin Féminin</p>		Date of Birth - Date de naissance (Y-A M D-J)
<p>CURRENT PERMANENT RESIDENTIAL INFORMATION INFORMATION RÉSIDENTIELLE PERMANENTE ACTUELLE</p>		
Apartment No. - N° d'appartement		Street No. -N° civique
City- Ville		Province/State - État
Country - Pays		Postal Code/Zip Code - Code postal/Code zip
<p>D. CONSENT (Must be signed by the individual) CONSENTEMENT (Doit être signé par l'individu)</p>		
<p>I, the undersigned, confirm that I have read and understand the Privacy Act Statement and that I consent to the collection, use and communication of my personal information required to verify the existence of a criminal record. I declare that my consent has been given voluntarily and will remain valid until withdrawn by me, by submitting in writing to SID of PWGSC, a Part F of this form duly completed.</p>		<p>Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la Loi sur la protection des renseignements personnels et consens à la collecte, à l'utilisation et à la communication des renseignements personnels nécessaires à la vérification de l'existence d'un casier judiciaire. Je déclare que le consentement figurant ci-dessous a été donné volontairement et je comprends qu'il demeurera valide jusqu'à ce que je l'annule en soumettant, par écrit à la DES de TPSGC, la Partie F du présent formulaire dûment complétée.</p>
Signature		Date (Y-A M D-J)
Name (please print) – Nom en lettres moulées		Téléphone N° - N° de téléphone
<p>E. SUBMISSION OF THE CONSENT FORM PRÉSENTATION DU FORMULAIRE DE CONSENTEMENT</p>		
<p>The completed and signed form must be submitted to the Special Investigations Directorate (SID) at the following address:</p> <p>Public Works and Government Services Canada Departmental Oversight Branch Portage III – Floor 10A1 – 11 Laurier Street Gatineau, Quebec Canada K1A 0S5</p> <p>If you have questions about the completion of this form, you may contact SID by e-mail at DES.SID@pwgsc-tpsgc.gc.ca.</p>		<p>Le formulaire rempli et signé doit être envoyé à la Direction des enquêtes spéciales (DES) à l'adresse suivante :</p> <p>Travaux publics et Services gouvernementaux Canada Direction générale de la surveillance Direction des enquêtes spéciales Portage III - Étage : 10A1 - 11, rue Laurier Gatineau (Québec) Canada K1A 0S5</p> <p>Pour toute question concernant ce formulaire, veuillez vous adresser à DES par courriel à DES.SID@tpsgc-pwgsc.gc.ca.</p>
<p>F. REVOCATION-To be completed only if the individual wishes to withdraw its consent (Must be signed by the individual) RÉVOCATION-À être complété seulement si l'individu désire annuler son consentement (Doit être signé par l'individu)</p>		
<p>I, the undersigned, wish to revoke my consent to a criminal record verification as part of the PWGSC Code of Conduct and Certifications provisions to obtain or maintain real property instruments.</p>		<p>Je, soussigné, désire annuler mon consentement à la vérification de l'existence d'un casier judiciaire dans le cadre des dispositions sur le Code de conduite et attestations pour obtenir ou conserver des instruments pour les biens immobiliers.</p>

Field Code Changed

PART 1 – INVITATIONS TO OFFER
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Company or Sole proprietorship's Name(s) (attach an extra sheet if necessary)- Nom(s) de la compagnie ou de l'entreprise à propriétaire unique (utilisez une feuille supplémentaire, si nécessaire)	
Signature	Date (Y-A M D-J)
Name (please print) – Nom en lettres moulées	Téléphone N° - N° de téléphone

PWGSC-TPSGC 229-1 (2014-04)

PART 2
OFFER

1. NAME AND ADDRESS OF OFFEROR

- .1 This Offer is made to Her Majesty the Queen in Right of Canada, represented by the Minister of Public Works and Government Services, hereinafter called the “Lessee”, by

_____,
hereinafter called the “Offeror”,

whose address is:

Offeror’s Representative: _____

Telephone Number: _____

2. OFFER

- .1 The Offeror hereby offers to grant to the Lessee a Lease (hereinafter called the “Lease”) for the premises herein described (hereinafter called the “Leased Premises”) in compliance with and subject to the provisions, requirements and standards of this Offer and the complete Lease Offer Documentation Package for IRB Lease Accommodation project.

- .2 Name and Address and legal description of the building in which Leased Premises offered are located:

.3 Basic Office Space Offered:

FLOOR NUMBER		MEASUREMENT m ²	
WHOLE	PART	RENTABLE	USABLE
TOTAL			

as identified on the attached and initialed plans.

Note: If the measurement is represented by less than one (1) decimal place, the Lessee will hereby revise and evaluate the measurement to the higher one (1) decimal place for each portion of space identified.

.4 Related Storage Space Offered:

FLOOR		MEASUREMENT m ²	
WHOLE	PART	RENTABLE	USABLE
TOTAL =			

as identified on the attached and initialed plans.

Note: If the measurement is represented by less than one (1) decimal place, the Lessee will hereby revise and evaluate the measurement to the higher one (1) decimal place for each portion of space identified.

.5 Parking Spaces Offered:

NUMBER OF SPACES		TYPE		LOCATION
Continuous	Daily	Indoor	Outdoor	(Building, Lands, Other)
	n/a			
	n/a			

- (a) The parking spaces offered are identified on the attached and initialed plans.
- (b) _____ of the said parking spaces shall be accessible and safely usable by persons with disabilities and shall meet all of the technical requirements defined in the Standards for Leased Accommodation.

.6 Annual Rental Rates Offered:

LEASED PREMISES	Rate per Rentable Square Metre (Rm2)			
	A	B	C	A + B + C =
	BASIC RENT	TAXES	BASIC UNIT OPERATING RATE *	TOTAL ALL-INCLUSIVE **
Basic Office	\$ /Rm2	\$ /Rm2	\$ /Rm2	= \$ /Rm2
Related Storage	\$ per Rentable Square Metre (Rm2)			\$ /Rm2
PARKING				
number of spots	\$ per Space per Annum			
	Reserved Continuous Indoor			\$
	Reserved Continuous Outdoor			\$
	Reserved Daily Indoor			\$
	Reserved Daily Outdoor			\$
*As defined in the Specimen Lease (Part 3 of this Lease Tender Documentation Package).				
**The correct arithmetic calculations will always take precedence over the amounts actually shown as the All-inclusive rental rate.				

- (a) The rental rates quoted must not include the Harmonized Sales Tax (HST). HST will be calculated and remitted by the Lessee to the Lessor in accordance with the legislation.
- (b) Only one rate covering the full term of the Lease can be stated for each type of space and each unit rate must be expressed as an annual total all-inclusive rate per rentable square metre. For Parking, the rate quoted will be in dollars per space per annum.

3. **INDUCEMENTS**

- .1 **Inducements** (State the inducements, if any, which are being offered by the Offeror).
 - (a) With respect to any unused portion of an inducement, unless specifically mentioned otherwise, the Lessee will be entitled to payment of such portion by way of a cheque from the Offeror or the Lessee may stipulate that such portion be applied as rent-free period(s).
 - (b) Any inducement which may be offered must be clear since the value, if any, which is attributable to the inducement will be determined at the sole discretion of the Lessee and, in order to be taken into account, the inducement must have a specific, quantifiable financial value to the Lessee.

4. LEASE OFFER DOCUMENTATION PACKAGE

- .1 The Offeror acknowledges having read the whole of the Lease Offer Documentation Package and acknowledges that it has been received in complete form and in good order.

5. SPACE

- .1 “Basic Office Space” means office space within a completed shell, with finished floors and ceilings, windows, finished columns, finished perimeter walls and finished walls separating it from other space, window and floor coverings, and entry and exit doors, all as more particularly described in the Standards for Leased Accommodation, along with the requisite building operating systems and equipment to provide the services and maintain the conditions, all of which is set forth in this Lease Offer Documentation Package.
- .2 “Related Storage Space” means storage space finished to the standards for storage space set forth in the Standards for Leased Accommodation of this Lease Offer Documentation Package.
- .3 All finishes, coverings, systems to be provided in the space offered shall be new or, in exceptional circumstances, per the provisions for the Standards for Leased Accommodation, in like-new condition at the sole discretion of the Lessee and all finishes and coverings shall present a uniform appearance.
- .4 Except for the required finishes, coverings, systems and equipment, Basic Office Space shall be offered without regard to the particular fit-up requirements of the Lessee, and the Offeror shall remove, at its sole expense, all existing improvements or fit ups therein.
- .5 Notwithstanding subsection 5.4, the Offeror hereby agrees to transfer to the Lessee free and clear of all encumbrances, and at no cost, those existing improvements or fit-ups which the Lessee has elected, at its sole discretion, to use. The Offeror shall remove, at its sole expense, any remaining improvements or fit-ups that are not acceptable to the Lessee.

6. SPACE MEASUREMENTS

- .1 The Offeror certifies that the rentable and usable areas quoted in Clause 2 of this Offer have been measured in accordance with the measurement instructions specified in the Lease Schedule entitled “Measurement Instructions” and agrees that if this Offer is accepted any amount payable under the Lease shall be calculated based upon the actual measured

rentable area as determined by the Lessee or the amount of rentable space specified in the Offer, whichever is less.

- .2 In the event the measured usable area of the Leased Premises is determined by the Lessee to be less than that set forth in this Offer, the Offeror shall provide the balance of the Leased Premises in a manner acceptable to the Lessee. If the Offer has already been accepted by the Lessee, and the Offeror is unable to provide such balance of Leased Premises, the Offeror shall be liable and pay for any loss, cost or damage suffered by the Lessee connected or related thereto.

7. **ADDENDUM**

- .1 The Offeror acknowledges receipt of the following Addendum (Addenda) to the Lease Offer Documentation Package:

_____, dated _____
_____, dated _____
_____, dated _____

8. **ADDITIONAL INFORMATION**

- .1 The following additional information has been attached hereto by the Offeror and forms part of this Offer:

9. **APPLICABLE LAWS**

- .1 The Offeror represents that the Lands, Building in which the Leased Premises is located, and the Leased Premises, and the Lessee's intended use thereof, comply in all respects with the requirements of all applicable laws.

10. **LESSEE'S IMPROVEMENTS**

- .1 The Offeror shall, at the Lessee's request, and in the manner provided in the Specimen Lease of this Lease Offer Documentation Package and more particularly described in the Terms And Conditions Applicable To The Lessee's Improvements forming part of the Specimen Lease, undertake and complete part or all of the Lessee's Improvements in any part of the

Leased Premises as may be required by the Lessee prior to the Term to meet the particular requirements of the intended occupants thereof, and for such purpose to enter into one or more Sub-agreement(s) for Lessee's Improvements with the Lessee.

11. CANADIAN ENVIRONMENTAL ASSESSMENT ACT

- .1 The Offeror acknowledges that:
 - (a) The activity to be carried out in and on the Leased Premises may fall within the definition of a "project" as referred to in the Canadian Environmental Assessment Act (CEAA);
 - (b) The Lessee cannot proceed with a project before an Environmental Assessment (EA) if required, is carried out and any necessary mitigation plan is implemented;
 - (c) The Offer will not be accepted until an EA (if required) has been completed and the findings or results thereof satisfactory to the Lessee;
 - (d) There may arise from the EA a need for a mitigation plan which may require incorporation of such plan into the Lease, and which may require an agreement between the Offeror and the Lessee as to responsibility for costs of such plan, prior to any acceptance of the Offer by the Lessee.

12. TERM

- .1 The term of the Lease will be consistent with the term expressed in the CBSA Contract.
- .2 If, before such commencement date, the Leased Premises are ready for occupancy, in accordance with the provisions of the Specimen Lease of this Lease Offer Documentation Package, the Offeror grants the Lessee the right, at the Lessee's option, to occupy all or a portion of such Leased Premises earlier than such commencement date.
- .3 The Lessee shall have the option to extend the Term of the Lease consistent with the options granted in the CBSA Contract on the same terms and conditions including rent.
- .4 The Offeror agrees that the Leased Premises shall be available for completion of the Lessee's Improvements at no cost to the Lessee at least

Eighteen (18) weeks prior to the commencement date specified in this Clause.

13. LEASE

- .1 The Lease shall be in the form of the Specimen Lease set forth in this Lease Offer Documentation Package.
- .2 The Offeror agrees to obtain:
 - (a) a non disturbance agreement from any encumbrance holder in whose favour an encumbrance exists in priority to the Lease in a form acceptable to the Lessee; and
 - (b) from any Head Lessor to execute the Lease for the purpose of consenting to the Lease, confirming that the lease from which the Offeror derives any interest is in good standing and in full force and effect, and agreeing that at all times the Head Lessor shall not disturb the Lessee or the Lessee's rights under Her Lease with the Offeror.
- .3 Following acceptance of an Offer, a formal Lease shall be prepared by the Lessee, at the expense of the Lessee, and shall be executed by the Offeror before the Commencement Date of the Lease. Notwithstanding the foregoing, the provisions of such Lease and of the Lease Offer Documentation Package are and shall be binding on the Offeror and Lessee from the date on which the Offer is accepted by the Lessee.
- .4 The Offeror agrees that the Lessee may register the Lease or an instrument evidencing the Lessee's interest in the Lands under the Lease, at the Lessee's option, in the appropriate Land Titles or Land Registry Office.

14. SECURITY DEPOSIT

- .1 Section deleted

15. ACCEPTANCE PERIOD

- .1 This Offer shall remain irrevocable by the Offeror and open for acceptance throughout a ninety (90) day period from the date set for Receipt of Offers.

16. NOTICES

- .1 Any notice required or permitted to be given by either party to the other shall be in writing and may be sufficiently given by hand, or by mailing the same postage prepaid, in the case of the Offeror, addressed to the address mentioned in the Offer, and in the case of the Lessee, addressed to:

Regional Manager, Leasing
Real Property Services
Public Works and Government Services Canada
4900 Yonge Street
Toronto, Ontario
M2N 6A6

or to such other address as either of the parties may from time to time designate in writing to the other. Any notice aforesaid if delivered by hand shall be deemed to have been given on the date on which it was delivered, if mailed by registered mail with return receipt shall be deemed to have been given on the day on which it was received as evidenced by the receipt.

17. DISCLOSURE

- .1 The Offeror hereby consents that:
- (a) The Lessee in its sole discretion upon written request may provide the public at large at tender opening or after tender opening, upon request to Public Works and Government Services, with the information provided in Clauses 1 and 2 of this Offer;
 - (b) The Lessee, once having accepted an Offer for the project, may disclose any Offers that were part of the evaluation process to the public at large.
- .2 Notwithstanding the foregoing, the Lessee shall refuse to disclose any part of an Offer that contains information the disclosure of which, in the Lessee's sole discretion,
- (a) be injurious to the defense of Canada or any state allied or associated with Canada or the conduct of international affairs;
 - (b) adversely affect the detection, prevention or suppression of subversive or hostile activities;
 - (c) facilitate the commission of an offence, or

- (d) threaten the safety of individuals.

This may include, without restricting the generality of the foregoing, any such information on the vulnerability of particular buildings or other structures or systems, including computer or communication systems, or methods employed to protect such buildings or other structures or systems.

18. PROCUREMENT BUSINESS NUMBER

- .1 Should this Offer be accepted, the Offeror will obtain a Procurement Business Number (PBN) registering itself as an entity wishing to do business with the Lessee. The registration process can be accomplished by telephoning Contracts Canada at 1-800-811-1148, or by accessing the Contracts Canada Web Site at <https://achatsetventes-buyandsell.gc.ca/eng>

19. INCONSISTENCY OR CONFLICT

- .1 In the event of any inconsistency between written words and numerical figures, drawings, sketches or plans included in the Offeror's response, the written words in the Offeror's response shall prevail to the extent of the inconsistency or conflict.

20. SIGNATURES -

Offeror (print name)

Date

Signed, sealed and delivered
by the Offeror on the date
shown on the right, in the
presence of:

WITNESS +

Signature

Date

Name and Title of Signing Officer

Signature

Date

Name and Title of Signing Officer

**THIS IS A SPECIMEN LEASE ONLY, DO NOT COMPLETE.
HOWEVER, IT DOES FORM PART OF THE OFFER.**

PART 3
SPECIMEN LEASE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>TITLE</u>
1	Premises
2	Term
3	Method of Payment
4	Rent
5	Occupancy
6	Option To Extend
7	Parking
8	Taxes
9	Tax Adjustment
10	Assignment
11	Holding Over
12	Services/Equipment
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14	Signage and Display of Flag
15	Default
16	Integrity Provisions
17	Destruction of Premises
18	Indemnity
19	Insurance
20	Laws
21	Maintenance/Repair/Compliance with Standards
22	Lessee Improvements and Alterations
23	Date Sensitive Compliance for Building Systems
24	Yielding Up
25	Set-Off
26	Environmental Representations and Warranties
27	Contingency Fees
28	Security of Leased Premises, Assets and Information
29	General
30	Mortgage
31	Waiver
32	Notices
33	Signatures
Schedule “A”	Legal Description
Schedule “B”	Site Plan
Schedule “B1”	Floor Plan
Schedule “C”	Measurement Instructions
Schedule “D”	Cleaning
Schedule “E”	Terms and Conditions Applicable to Lessee’s Improvements
Schedule “F”	Standards For Leased Accommodation
Schedule “G”	Consent to a Criminal Record Verification
Schedule “H”	Direct Deposit Enrolment Form for Lessors

General

THIS LEASE made the () day of , 20 .

BETWEEN: _____,
(hereinafter called the “Lessor”)

AND **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**
represented by the Minister of Public Works and Government
Services (hereinafter called the “Lessee”)

AND _____,
(hereinafter called the “Mortgagee”)

WHEREAS the Lessor is the owner (or is otherwise entitled to enter into this Lease) of the building (hereinafter called the “Building”) commonly known as situated at, or to be at, _____ in the City of _____ in the Province of Ontario, situated, or to be at, on the lands (hereinafter called the “Lands”) described in Schedule “A” entitled “Legal Description” hereto attached.

AND WHEREAS the parties hereto have agreed to enter into this Lease.

NOW THEREFORE in consideration of the rents, covenants and conditions hereinafter reserved and contained, the parties hereto hereby covenant and agree each with the other as follows:

1. PREMISES

.1 The Lessor hereby demises and leases to the Lessee:

(a) **AS OFFICE SPACE**

- (i) the whole of the _____ floor(s) of the Building being, _____ square metres in rentable area, shown heavily outlined on the plan(s) hereto attached as Schedule “B” entitled “Floor Plan(s)”, and
- (ii) that/those portion(s) of the _____ floor(s) of the Building, shown heavily outlined on the plan(s) hereto attached as the Schedule entitled “Floor Plan(s)” being square metres in rentable area, and

(b) AS RELATED STORAGE SPACE

- (i) the whole of the _____ floor(s) of the Building being, _____ square metres in rentable area, shown crosshatched on the plan(s) hereto attached as the Schedule entitled “Floor Plan(s)”, and
- (ii) that/those portions of the _____ floor(s) of the Building, shown crosshatched on the plan(s) hereto attached as the Schedule entitled “Floor Plans” being square metres in rentable area, and

(c) AS SPECIAL PURPOSE SPACE

those portions of _____ levels of the Building, shown crosshatched on the plans attached as the Schedule entitled “Floor Plans”, being _____ square metres in rentable area,

all such office space together having a total of ____ square metres in rentable area, all such storage space having a total of ____ square metres in rentable area, and all such special purpose space of ____ square metres (measured in accordance with the Schedule “C” entitled “Measurement Instructions” hereto attached), as such may have been improved by the Lessee or on the Lessee’s behalf by the Lessor, being hereinafter collectively called the “Leased Premises”).

TOGETHER with the right of ingress and egress for the Lessee’s employees, servants and agents, customers and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading, stopping, and parking areas in and about the Lands and Building (hereinafter called the “common areas”).

The Lessor hereby certifies that the rentable areas quoted in paragraph 1 herein have been measured in accordance with Schedule “C” entitled “Measurement Instructions” attached hereto. The Lessee at any time and at its sole discretion may verify such rentable areas by way of measurement and the rent payable pursuant to paragraph 2 herein shall be based on the actual measured rentable area as determined by the Lessee or the rentable area as specified in paragraph 1 herein, whichever is less.

2. TERM

- .1 TO HOLD the Leased Premises for a term of ____ () years ____ () months and ____ () days, commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____.

3. **METHOD OF PAYMENT**

- .1 To acquire payments the Lessor will obtain a Procurement Business Number (PBN) registering the Lessor's business with Contracts Canada, or any other party the Lessee so instructs the Lessor. The Lessor is responsible to amend the PBN registry to ensure payments information is accurate, and inform the Lessee of such changes. The Lessor shall register by contacting Contracts Canada at 1-800-811-1148, or by accessing the Contracts Canada web site at:
<https://achatsetventes-buyandsell.gc.ca/eng>
2. The Lessee shall pay the Lessor using one of the following methods of payment, as determined by the Lessee. The Lessee, in its sole discretion, may change the method of payment during the period of the Lease and any extension thereto.

It is the responsibility of the Lessor to ensure that their financial institution is able to receive payment by direct deposit from the Government of Canada.

- (a) **Payment by Direct Deposit.** The Lessor accepts direct deposit for payment of Rent and other payments made pursuant to this Lease. The Lessor is to provide the financial institution information required to enable such payments with the completion of the Schedule entitled "Direct Deposit Enrolment Form For Lessors". It is the responsibility of the Lessor to ensure that the information and the account number submitted to the Lessee are kept up to date; or
- (b) **Payment by Cheque.** The Lessor accepts Government of Canada cheques for the payment of rent and other payments made pursuant to this Lease.

4. **RENT**

- .1 The Lessee shall pay rent to the Lessor, subject to the provisions of this Lease, as follows:
 - (a) Office Space
in each and every year of the said term, in the sum of
and 00/100 Dollars (\$),
 - (b) Related Storage Space
in each and every year of the said term, in the sum of
and 00/100 Dollars (\$),

- (c) Special Purpose Space
in each and every year of the said term, in the sum of
and 00/100 Dollars (\$),
- (d) Parking
in each and every year of the said term, in the sum of
and 00/100 Dollars (\$).

All such rents totaling _____ and 00/100 Dollars (\$) per annum, payable in monthly instalments of _____ and 00/100 Dollars (\$) each, on or about the last day of each and every month during the term hereof.

- .2 Notwithstanding Clause 2(1), during the period from _____, 20____ to _____, 20____, the Lessee may possess the Leased Premises rent-free.
- .3 *(Describe here any inducement or allowance, other than free rent, that is part of the offer.)*

5. OCCUPANCY

.1 PRE-TERM OCCUPANCY

If, prior to the commencement of the term of this Lease, the Lessee requests permission to occupy and use any portion of the Leased Premises and the Lessor so permits, the Lessee may occupy and use such portion or portions of the Leased Premises, subject to payment as daily rental for each and every day of the period up to the date of commencement of the term of the Lease during which any portion of the Leased Premises is so occupied and used by the Lessee, at the end of such period, of the aggregate of the amount determined by multiplying

- (a) the rentable area, expressed in square metres, of that part of such portion or portions of the Leased Premises so occupied and used
by
 - (i) \$, being the rate per square metre of rentable area per annum charged for all that portion of the office space and dividing the product so obtained by 365,

- (ii) \$, being the rate per square metre of rentable area per annum charged for all that portion of the storage space, and dividing the product so obtained by 365, and
- (iii) \$, being the rate per square metre of rentable area per annum charged for all that portion of the special purpose space, and dividing the product so obtained by 365.

.2 DELAYED OCCUPANCY

- (a) Any improvements to be made to the Leased Premises by the Lessor and pursuant to any agreement therefor entered into between the Lessor and the Lessee shall be fully completed to the satisfaction of the Lessee by the date fixed therefor by such agreements, and if in the opinion of the Lessee, by reason of the Lessor's failure to so complete the making of such improvements, or any part thereof, the Leased Premises or any part thereof cannot be and are not occupied and used by the Lessee for Her purposes hereunder by the date fixed by such agreement for completion of all such improvements, then and in any such event and notwithstanding anything to the contrary,
 - (i) if, in the opinion of the Lessee, the whole of the Leased Premises cannot be and are not so occupied and used by the Lessee, the rent hereby reserved shall not run for the period commencing on the date fixed by such agreement for completion of all such improvements and expiring on the date of actual completion thereof, all fully to the satisfaction of the Lessee, and
 - (ii) if, in the opinion of the Lessee, only a portion of the Leased Premises cannot be and are not occupied and used, the rent hereby reserved shall abate by an amount being the aggregate of the amount determined by multiplying the rentable area, expressed in square metres, of that portion of the Leased Premises not so occupied and used and being comprised in that part of the Leased Premises by the appropriate rental rate provided herein and dividing the product so obtained by 365, and for each and every day of the period during which any portion of the Leased Premises are not so occupied and used.

6. **OPTION TO EXTEND**

- .1 The Lessor hereby grants to the Lessee the option to extend this Lease for a further period of ____ () years provided written notice to exercise such right is given by the Lessee to the Lessor at least ____ () months prior to the expiration of the term hereby granted, and the terms, conditions, covenants, including rent as set forth in this Lease shall apply during such extension excepting, in the last extension, this right of extension.

7. **PARKING**

- .1 (a) The Lessor shall at all times during the term of this Lease provide (), parking spaces as more particularly described in the Standard for Leased Accommodation, for motor vehicles, and such other vehicles as the Lessee shall in the Lessee's sole discretion determine and authorize, with safe and convenient access between such parking spaces and the Leased Premises and with clear vehicular access to and from such parking spaces.

Such number of parking spaces as required by applicable legislation shall be accessible by and safely usable by persons with disabilities and shall meet the requirements outlined in Standard for Leased Accommodation hereto.

or

- (b) ____ of the said parking spaces shall also be accessible by persons with physical or sensory disabilities and shall meet the technical requirements for Real Property Accessibility set forth in the Standards for Leased Accommodation.
- (c) The said parking spaces shall be located in parking areas and reserved for the exclusive use of the Lessee and the Lessee's servants, agents, employees and invitees, continuously and uninterruptedly throughout the term of this Lease (hereinbefore and hereinafter called the "continuous basis") as follows:
- (i) ____ parking spaces on a paved area on the Lands;
- (ii) ____ parking spaces within the Building on the ____ level thereof;
- (iii) ____ barrier free parking spaces within the Building on the level thereof;

- (iv) _____ secured parking spaces within the Building on the level thereof.
- .2
 - (a) Notwithstanding anything to the contrary, the Lessee may, at any time and from time to time, by written notice given to the Lessor, release the whole, or any number less than the whole, of the parking spaces referred to in subclause (1) hereof. Any and every such notice shall become effective on the first day of the second month next following the month in which such notice is so given.
 - (b) From and after the effective date of any such notice the Lessee shall have no further right to use the parking spaces referred to in and released by such notice and the monthly instalments of rent hereinbefore provided to be paid shall be adjusted to conform to the annual rent reduced by an amount determined by multiplying the number of parking spaces, which are referred to in and released hereby.
- .3 In this Clause, “parking space rate” means that rate utilized to determine the portion of the annual rent payable only in respect to the provision of any one of the parking spaces referred to in subclause (a) hereof. The parking rate shall be \$ _____ per annum, for each interior parking space and \$ _____ per annum for each exterior parking space.

8. TAXES

- .1 The Lessor shall pay all taxes, rates, duties, assessments and levies whatsoever now or hereafter levied upon the Lands and the Building, or either of them, or any part thereof, or arising out of any use or occupation of the Lands and the Building, payable by the Lessor including, without limiting the generality of the foregoing, all municipal taxes for local improvements or works assessed upon the property benefited thereby and all school, business, water piping and sewerage piping installation taxes, rates, duties, assessments and levies.

9. TAX ADJUSTMENT

- .1 In this Clause,
 - (a) “**TAX Base Year**” means the first full municipal taxation year within the Term of this Lease, in which the taxes are levied and assessed against the Lands and the Building, on the basis that the Leased Premises have been assessed to its full value as fully

completed and occupied for the whole of such year without rebate or concession;

- (b) “**Subsequent TAX Year**” means any municipal taxation year subsequent to the TAX Base Year, the whole or part of which is within the Term of this Lease;
- (c) “**TAX**”, with respect to the TAX Base Year or to any Subsequent TAX Year, means an amount equal to that portion of the municipal real property taxes (other than local improvement taxes and charges) and school taxes, not including any interest for late payment, levied and assessed against the Lands and the Building, as apportioned by the Lessor and the Lessee calculated as follows:
 - (i) The Tax shall be apportioned based on the ratio of the rentable area of the Leased Premises to the total rentable area of the Building which, at the Lease commencement date has been calculated to be _____ percent based on a total of _____ rentable square metres for the Building, as agreed to by the Lessor and the Lessee or as certified by the Lessor’s architect or engineer. For greater certainty, the Lessor and the Lessee agree the storage space and parking space shall not be included in the calculation of the aforementioned ratio.
 - (ii) The percentage in subclause (i) shall be subject to adjustment according to any change in the rentable area of either the Leased Premises or the Building. The Lessor shall notify the Lessee in _____ writing of any change in the rentable area of the Building.
 - (iii) Notwithstanding the above, the Lessee shall have the right to adjust the proportionate share of TAX in order to attribute to the Leased Premises only an equitable proportion of such municipal real property taxes and school taxes, having regard among other things to:
 - (aa) the various uses of the Building,
 - (bb) the cost of original construction of the Building,
 - (cc) the relationship of the location and area of each individual portions of the Building,

- (dd) the cost and extent of the improvements made in and to the Leased Premises and other individual portions of the Building,
 - (ee) the fair market rental value for each of the Leased Premises and other individual portions of the Building, and
 - (ff) any other principles that may be customary for taxing authorities in the jurisdiction in which the Lands are located to determine appropriate assessments if such taxing authorities were to provide separate assessments for the Leased Premises and other individual leased portions of the Building.
 - (d) “**Excess TAX**” means, with respect to any subsequent TAX Year, the amount, if any, by which the TAX for such subsequent TAX Year exceeds the TAX for the TAX Base Year.
 - (e) “**TAX Reduction**” means, with respect to any subsequent TAX Year, the amount, if any, by which the TAX for the TAX Base Year exceeds the TAX for the subsequent TAX Year.
- .2
- (a) The Lessee shall pay to the Lessor, in addition to rent, an amount equal to the Excess TAX, if any, for each subsequent TAX Year, subject to and within ninety (90) days next following delivery to the Lessee, a copy of the municipal tax assessment for the Building, a detailed calculation of the Excess TAX claimed and evidence satisfactory to the Lessee of payment of the taxes assessed against the Building, provided that as of the date of such delivery, all TAX due and payable has been paid, or if TAX for any Subsequent TAX Year is paid by the Lessor in instalments, pursuant to any schedule of payment by instalments that is prescribed by a taxing authority, the Lessee shall pay to the Lessor, in addition to rent, an amount equal to the Excess TAX, if any, applicable to each installment of TAX paid by the Lessor during a subsequent TAX year subject to and within ninety (90) days next following delivery by the Lessor to the Lessee of a detailed calculation of the Excess TAX claimed and evidence satisfactory to the Lessee that the amount of the installment of TAX due and payable as been paid.
 - (b) The Lessor shall pay to the Lessee an amount equal to the TAX Reduction, if any, for each subsequent TAX Year, within thirty (30) days next following the end of such subsequent TAX year,

and shall provide the Lessee with a copy of the municipal tax assessment for the Building and a detailed calculation of the TAX Reduction paid.

- (c) Notwithstanding paragraph (a) of this subsection, no amount in respect of Excess TAX for a Subsequent TAX Year, whether TAX is paid by the Lessor annually or in instalments, shall be payable by the Lessee unless the Lessor shall have delivered to the Lessee, not later than twelve (12) months immediately following the end of a subsequent TAX year, evidence satisfactory to the Lessee that all TAX due and payable has been paid.
 - (d) If part, but not the whole, of the final Subsequent TAX Year is included within the Term, any amount payable for such Subsequent TAX Year, by the Lessee, pursuant to paragraph (a) of this subsection, or by the Lessor, pursuant to paragraph (b) of this subsection, shall be reduced proportionately.
- .3
- (a) The Lessee shall have the right and privilege, if acting in good faith, in the name of the Lessor, but at the Lessee's own expense, of contesting or appealing any assessment or of applying for a reduction of the amount of any tax, rate, levy, duty or assessment. To this end and for all purposes hereunder, the Lessor agrees to execute any instruments reasonably required by the Lessee to cooperate fully with the Lessee in all ways and upon receiving any assessment notices relating to the Building, to forthwith send a copy thereof to the Lessee.
 - (b) The Lessor shall also have the right and privilege, if acting in good faith, of contesting or appealing any assessment or of applying for a reduction of the amount of any tax, rate, levy, duty or assessment, and the Lessor may take such action in the Lessor's name, or if required and upon agreeing to indemnify the Lessee in respect of such action and all costs relating thereto, in the name of the Lessee, and the Lessee hereby agrees to join in such proceedings.
 - (c) Notwithstanding anything to the contrary which may be contained elsewhere in this Clause, whenever any rebate is made to the Lessor from a taxing authority as a result of a contestation or application pursuant to paragraph (a) or paragraph (b) of this subclause, if any portion of the rebate is part of the TAX, with respect to the TAX base year or any subsequent TAX year, then the Lessor shall promptly pay to the Lessee a sum equal to the amount of the TAX portion of the rebate, and in default of payment thereof, the Lessee shall be entitled to deduct the same

from the rent or any other amount payable hereunder by the Lessee to the Lessor.

10. ASSIGNMENT

- .1 The Lessee may assign this Lease or sublet the Leased Premises or any part thereof with the consent of the Lessor, such consent not to be unreasonably withheld or delayed.

11. HOLDING OVER

- .1 If upon the expiration of the term of this Lease, as the same may have been extended, or other termination of the same, the Lessee holds over the Leased Premises without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant only at a monthly rent equal to the instalments of rent hereby reserved and otherwise on the same terms and conditions set forth in this Lease insofar as the same are applicable to a month to month tenancy.

12. SERVICES/EQUIPMENT

- .1 The Lessor shall, at all times during the term of this Lease, at the Lessor's own expense and to the satisfaction of the Lessee, provide for and to the Leased Premises, maintain, and, as appropriate, install and keep in good repair and operating condition, all in accordance with the Building Cleaning Specifications attached hereto as the Schedule entitled "Cleaning" and the Standards for Leased Accommodation attached hereto as the Schedule entitled "Standards For Leased Accommodation".
- (a) a constant supply of hot and cold domestic water to all washbasins and sinks;
 - (b) drinking water fountains dispensing potable water on each and every floor of the Leased Premises;
 - (c) all heat, ventilation, air conditioning, air circulation and humidity control required in and for the Leased Premises;
 - (d) all electrical power required on the Leased Premises except as herein specifically otherwise provided, and, as lamps, ballasts and fuses wear out, replacement thereof;

- (e) lighting;
- (f) a fire alarm system for use in emergency situations;
- (g) an auxiliary supply of electricity and power for emergency services and systems throughout the Building, whenever a failure in the normal supply of electricity and power occurs;
- (h) a constant supply of all dispensary items and deodorant blocks and all maintenance and repairs from time to time required to keep lavatory and toilet room equipment and accessories in good operating condition;
- (i) removal of ice and snow from all outside parking spaces and the roadways, walks, steps and fire escapes leading to and from the Leased Premises, all such parking spaces, roadways, walks, steps and fire escapes to be kept, at all times, free and clear of snow and ice;
- (j) all maintenance and repairs required to keep the common areas at all times clean, tidy, free and clear of any refuse, garbage, waste products and obstructing materials whatsoever, and in good condition and repair;
- (k) removal of garbage from the Leased Premises whenever and so often as may be necessary and, in any event, not less often than once daily, to keep the Leased Premises at all times neat, tidy and free and clear of any refuse, garbage, waste products and obstructing materials whatsoever;
- (l) all labour and materials for the cleaning of the Leased Premises, the Lessee's improvements and furnishings therein, the windows of the Leased Premises and the common areas and the Lessor shall, at all times during the term, clean the said Leased Premises, furnishings, windows and common areas and keep the same clean and free of dust and dirt and maintain the grounds forming part of the Lands as described in the Building Cleaning Specifications;
- (m) elevator cars shall be fully automatic and be accessible twenty four (24) hours a day, seven (7) days a week;
- (n) window and floor coverings and replacement thereof whenever required by reason of wear and tear;

- (o) safe and convenient access for persons with disabilities to and from the lands, building and the Leased Premises and facilities situated in and about thereof;
 - (p) a mutually acceptable location for bicycle racks, provided by the Lessee and in the care of the Lessor;
 - (q) provide all labour and equipment necessary for the collection, storage and removal of recyclable material (as defined in the Schedule “D” entitled “Cleaning”, in the manner and not less often than as specified in Schedule “D”); in order to comply with the Mulit-material and Paper recycling program of the Lessee, to the extent that a recycling infrastructure is operational in the community in which the Building is located, with the understanding that the Lessor will make available to the Lessee any records the Lessor has at his disposal on the total weight of recycled material removed from the Building; and
 - (r) Building security personnel and associated services.
- .2
- (a) the Lessee may, as determined by the Lessee and at the Lessee’s sole discretion, make application to a utility company for the supply of electrical power required for the operation of special equipment, installed and used in the Leased Premises subject only to the Lessee paying the cost of such installation and supply; and
 - (b) the Lessor shall permit the installation of meters and other facilities required for the purposes provided in paragraph (a) of this subclause, and the entry, from time to time, on the Leased Premises, of all persons engaged in the making of such installation and the taking of reading from, and maintaining and making repairs to, such meters and other facilities.

13. OPERATING COSTS ADJUSTMENT

- .1 In this Clause,
- (a) “Subsequent year” means any period of twelve (12) consecutive months, commencing on an anniversary of the date of commencement of the Lease;
 - (b) “Operating Costs” with respect to the basic unit operating rate means the amounts estimated by the Lessor only, by reason of, and in respect to, the following:

- (i) sewer service and water (other than for installation thereof);
- (ii) fuel for heating and hot water;
- (iii) electricity;
- (iv) cleaning of the interior of the Building, including the parking facilities, and windows as such may be described in the Schedule entitled “Cleaning” hereto attached (including related wages, cleaning supplies and cleaning contracts);
- (v) landscaping, snow removal and maintenance of the grounds forming part of the Lands as such may be described in Schedule “D” (including related labour and payments to contractors);
- (vi) material and labour directly related to the collection and disposal of garbage, waste and recyclable material from the Building;
- (vii) light fixtures maintenance and fluorescent tubes and ballast replacement (save and except replacement of ballasts that have been affected by the presence of PCB’s and/or the replacement of ballasts resulting from major lighting retrofit, in such instance(s) the cost of such replacements shall be at the Landlord’s sole expense and shall not be included in the calculation of Operating Costs);
- (viii) security and policing of the Building (excluding the cost of any capital installations and/or improvements that under generally accepted accounting principles are properly classified as capital expenditures);
- (ix) operation, maintenance and repairs in respect of any elevators, escalators, life safety systems and similar motorized equipment within the Building (excluding the cost of the following: any capital improvements to the elevators, escalators, life safety systems, and similar motorized equipment that under generally accepted accounting principles are properly classified as capital expenditures, any major replacements of parts which materially extend the life of the elevators, escalators, life safety systems, and similar motorized equipment, and costs for any repairs and/or replacements covered by warranty);


- (x) insurance which the Lessor is obliged to obtain and maintain for the Building;
 - (xi) reasonable salary, consistent with the salary normally paid in the trade for similar duties, of the “on site” manager where his/her entire duties relate to the management of the Building (or a portion thereof based on the time devoted exclusively to his/her duties related to the management of the Building), plus the costs of other “on site” support personnel working only and exclusively on the business of managing the Building (excluding officers, secretarial, clerical, accounting and leasing staff of the Lessor and/or the Lessor’s representative); and
 - (xii) general overhead and administrative charge equal to 2% of the above Operating Costs;
 - (xiii) such services and the costs thereof being reasonably and equitably attributable to the Leased Premises and which are not otherwise recoverable from the Lessee, other Lessees or occupants on the Lands;
- (c) the “Basic Unit Operating Rate” has been established at Dollars (\$____) per rentable square metre of Office Space;
 - (d) the “Total Operating Costs” means that portion of the annual rent hereby reserved, payable only by reason of and in respect to the Operating Costs and arrived at by multiplying the appropriate Basic Unit Operating Rate with the total Rentable Square metres of Office Space respectively applicable thereto;
 - (e) the “Basic Annual Rent” means the total of all amounts payable hereunder less the Total Operating Costs;
 - (f) the “Basic Index” means the All Item Consumer Price Index for Province of Ontario published by Statistics Canada (No. 62-001) for the month of _____ 20_***(TO BE THE THIRD MONTH PRIOR TO THE DATE OF THE COMMENCEMENT OF THE LEASE)***;
 - (g) the “New Index” means the index for the third month prior to the commencement of the applicable Subsequent year, from the publication described in the preceding subclause (f) hereof;

- (h) the “Factor” means the result obtained by dividing the New Index by the Basic Index and rounding off such result to 5 decimal points.
- .2 For each subsequent year during the term of the Lease, the total annual rent payable hereunder shall be adjusted by applying the Factor to the Total Operating Costs by using the established formula:

$$\text{Basic Annual Rent} + (\text{Total Operating Costs} \times \text{Factor})$$

and the monthly instalments of rent hereinbefore provided to be paid shall be adjusted accordingly.

14. SIGNAGE AND FLAG DISPLAY

- .1 The name of the Building and its street address shall be clearly and appropriately displayed on the exterior of the Building.
- .2 The Lessor shall provide a directory board in the main floor lobby and in the elevator lobby of each floor of the Leased Premises, as applicable, including identification of the occupants of the Leased Premises as provided by the Lessee.
- .3 All worded signs and directory boards in and about the Leased Premises and common areas of the Building pertaining to the Leased Premises shall be in both official languages.
- .4 The Lessee may erect signs on the Leased Premises and Lands as necessary for the proper conduct of its business, including but not limited to: exterior free-standing or surface-mounted signs; interior identification signs including signs providing direction to the Leased Premises; and when the Lessee is the sole occupant of a floor or of the building, the Lessee may install a federal identifier  word mark sign at a mutually acceptable location in the elevator lobby or in the main floor lobby, as applicable.
- .5 The Lessor shall provide a prominent location where possible, visible to the public and acceptable to the Lessee, at the exterior of the Building and in the main floor lobby of the Building for the display of the National Flag of Canada. The Lessor will provide the flag and replace when required. The Lessee shall have the right to install lighting as part of the exterior display.

15. **DEFAULT**

- .1 (a) if the Lessee shall make any default in payment of rent hereby reserved or in the performance of any other of the Lessee's covenants hereunder, and such default continues for one calendar month, the Lessor may give to the Lessee a notice in writing requiring the Lessee to remedy such default within a period of thirty days from and after the date of service of such notice; and
- (b) if the Lessee shall fail to remedy such default within such period of thirty days or such longer period as may be reasonably necessary in view of the nature of the default, the Lessor may enter upon and take possession of the Leased Premises or any part thereof in the name of the whole and the same repossess and enjoy as of its former estate, and the term hereby granted shall thereupon cease and terminate.
- .2 (a) the Lessor covenants and agrees that as and when they become due, the Lessor will make all payments on account of any **mortgages, liens**, taxes, charges and other encumbrances upon the Lands and Building, that the Lessor will keep such encumbrances free of any default and will protect and indemnify the Lessee against all loss or damage which the Lessee may sustain by reason of any action which might be taken under or in respect of any such encumbrance against the Lands and Building, and
- (b) if the Lessor makes any default in the payment of any installment of principal or interest under any mortgage or in respect to taxes, or is in default in respect of any of its covenants and obligations under any **mortgage, lien**, charge or encumbrance affecting the Lands and Building the Lessee may, but shall not be obliged to make such payment in default, or to remedy any such default, and
- (c) the Lessee shall be entitled to deduct from the rent or any other amounts payable hereunder by the Lessee to the Lessor any such payments and all costs and expenses incurred by the Lessee in remedying any such default.
- .3 In the event that the Lessee shall deliver to the Lessor written notice of default in any of the services to be provided by the Lessor hereunder, and the Lessor shall fail to remedy, or commence to remedy such default within a period of time determined to be reasonable by the Lessee as the circumstances warrant then and in any and every such event, the Lessee may, without further notice to the Lessor, take such steps as may, in the sole judgment of the Lessee, be necessary to remedy such default and, without limiting any of the Lessee's remedies at law or in equity, all costs

and expenses incurred by the Lessee in remedying any such default of the Lessor shall be charged to and paid by the Lessor and, if the Lessor fails to pay such costs and expenses on demand, the Lessee shall be entitled to deduct the same from the rent or any other amounts payable hereunder by the Lessee to the Lessor.

16. INTEGRITY PROVISIONS

- .1 The Offerors must respond to Offers to Lease in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Irrevocable Offer to Lease and resulting Lease, and submit an Irrevocable Offer to Lease as well as enter into a Lease only if they will fulfill all obligations of the Irrevocable Offer to Lease and the Lease.
- .2 By submitting an Irrevocable Offer to Lease, Offerors confirm that they understand that, to ensure fairness, openness and transparency in the Irrevocable Offer to lease process, the commission of certain acts or offences will render them ineligible to be awarded a Lease. The Lessee will declare non-responsive any Irrevocable Offer to Lease in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by the Lessee to be untrue in any respect, at the time of Lease award. If it is determined, after Lease award, that the Offeror made a false declaration, the Lessee will, following a notice period, have the right to terminate the Lease for default. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the Term of any Lease and any option to extend resulting from this Irrevocable Offer to Lease.

.3 Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Offeror's Affiliates if:

- 1) directly or indirectly either one controls or has the power to control the other, or
- 2) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members,

shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

- .4 Offerors who are incorporated, including those submitting an Irrevocable Offer to Lease as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting an Irrevocable Offer to Lease as sole proprietorship, including those submitting an Irrevocable Offer to Lease as a joint venture, must provide the name of the owner. Offerors bidding as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of Irrevocable Offers to Lease is completed, the Lessee will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the Irrevocable Offer to Lease non-responsive. Providing the required names is a mandatory requirement for Lease award.

The Lessee may, at any time, request that an Offeror provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229_1) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the Irrevocable Offer to Lease being declared non-responsive.

- .5 The Offeror must diligently inform the Lessee in writing of any changes affecting the list of names of directors during this Irrevocable Offer to lease process as well as during the Term of the Lease and any option to extend. The Offeror must also, when requested, provide the Lessee with properly completed and signed consent forms.
- .6 By submitting an Irrevocable Offer to Lease, the Offeror certifies that it is aware, and that its Affiliates are aware, that the Lessee may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. The Lessee may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
- .7 By submitting an Irrevocable Offer to Lease, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a

contingency fee to any individual for the solicitation, negotiation or obtaining of the Lease if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

.8 Time Period

The Time Period is of 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs 1) or 2) of subsection .9, following the 10-year period, a criminal pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its Irrevocable Offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by the Lessee for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of Irrevocable Offers to Lease is completed, the Lessee will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the Irrevocable Offer to Lease non-responsive.

.9 By submitting an Irrevocable Offer to Lease, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions unless the time period, as defined in the Time Period subsection, has elapsed:

- 1) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
- 2) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, or
- 3) section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of Contract*), section 426 (*Secret commissions*), section 462.31 (*Laundrying proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* or

- 4) *section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or*
- 5) *section 239 (False or deceptive statements) of the Income Tax Act, or*
- 6) *section 327 (False or deceptive statements) of the Excise Tax Act, or*
- 7) *section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or*
- 8) *section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.*

The Offeror also certifies that no one convicted under any of the provisions under 1) or 2) are to receive any benefit under a Lease resulting from this Irrevocable Offer to Lease, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

.10 Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that the Lessee deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. The Lessee will also consider foreign measures declared by the Lessee to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

.11 Subcontracts

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to the Lessee than those imposed in the resulting Lease.

.12 Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offerors' Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been

diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

.13 Public Interest Exception

Offerors understand that the Lessee may enter into a Lease with an Offeror, where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when the Lessee in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of entering into a Lease;
- emergency;
- national security;
- health and safety;
- economic harm.

If all Irrevocable Offers to Lease are found non-responsive for reason of a listed relevant conviction or act, then the Lessee may invoke the Public Interest Exception, as described in the paragraph above. In such cases, only Irrevocable Offers to Lease containing a declaration concerning a relevant offence or act will be further considered. The Lessee may also elect to lease outside of the present process. In all cases, the Lessee reserves the right to impose additional conditions or measures to ensure the integrity of the Irrevocable Offer to Lease process.

.14 Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are not applicable.

17. DESTRUCTION OF PREMISES

- .1 (a) If, during the Term, the Building or the Leased Premises or any part thereof shall be damaged or destroyed by fire or by any other cause whatsoever and where the Lessee, acting reasonably and based on the advice of its engineers and architects, is of the opinion that the Leased Premises is rendered wholly or partially unfit for occupancy, the following provisions will have effect:

- (b) Where the Lessee is of the opinion that the Leased Premises is incapable of being repaired within a period of time acceptable to the Lessee, then the Term shall cease and be at an end and the Lessee shall surrender and yield up possession of the Leased Premises effective on and from the date of such destruction or damage.
- (c) Where the Lessee is of the opinion that the Leased Premises is capable of being repaired within a period of time acceptable to the Lessee and, within fifteen days from the happening of such destruction or damage, written notice (hereinafter called the "Lessee's notice") is given by the Lessee to the Lessor specifying such time acceptable to the Lessee within which such destruction or damage will be repaired then, in any such event, but subject, nevertheless, to the provisions of paragraph (e) of this subclause, the Lessor shall forthwith commence and thereafter diligently complete the repair of such destruction or damage.
- (d) Where the Lessee is of the opinion that the whole of the Leased Premises is rendered unfit for occupancy, the rent hereby reserved shall not run for the period commencing on the date of the happening of such destruction or damage and ending on the date of completion of all repairs, as aforesaid.
- (e) Where the Lessee is of the opinion that only a portion of the Leased Premises is rendered unfit for occupancy and the Leased Premises are capable of being partially occupied, the rent hereby reserved shall abate by a proportionate amount of the annual rent, in the same ratio as the portion of the Leased Premises rendered unfit for occupancy bears to the whole, calculated on a daily basis, based on a 365 day year, and such proportionate amount shall be adjusted to take into consideration, among other things, the type of space rendered unfit for occupancy, the degree to which the Leased Premises capable of being partially occupied can be effectively used and the degree to which the provisions of the Lease can be observed and performed, for each and every day of the period commencing on the date of such destruction or damage and ending on the date of completion of all repairs, as aforesaid.
- (f) Where the Leased Premises is rendered wholly unfit for occupancy and, within ten days next following the giving of the Lessee's notice, referred to in paragraph (b) herein, the Lessor gives written notice to the Lessee that by reason of matters specified in such notice over which the Lessor has no control and that are not caused by the fault of the Lessor, such damage or destruction cannot with reasonable diligence be repaired within the period of time specified

in the Lessee's notice, then and in any such event the provisions of paragraph (a) herein shall apply.

18. INDEMNITY

- .1 The Lessor shall indemnify and save harmless the Lessee from and against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person, arising out of or resulting directly or indirectly, and whether by reason of negligence or otherwise, from
- (a) the performance by the Lessor of any of its covenants under this Lease;
 - (b) any default of the Lessor in the performance of its covenants under this Lease; and
 - (c) the remedying of such default by the Lessor, by the Lessee or by any other person.

19. INSURANCE

- .1 During the construction of the Building, or during any alterations, repairs, improvements, and/or renovations in or to the Building during the Term, the Lessor shall at its expense secure and maintain in force insurance coverages on and with respect to the Building which shall include the following:
- (i) Builder's All Risk Insurance for the full reconstruction value of the Building;
 - (ii) Business Interruption Insurance following a physical damage incident;
 - (iii) Wrap-up Liability Insurance;
 - (iv) Errors and Omissions Liability Insurance;
 - (v) Boiler and Machinery Insurance: This insurance provided shall have limits of not less than the repair or replacement;
 - (vi) Contractor's Equipment Insurance; and
 - (vii) such other insurance coverage which is or may become customary or reasonable for owners of buildings similar to

the Building to carry in respect of loss of, or damage to, the Building or liability arising therefrom during the course of construction.

- .2 During the Term of the Lease, the Lessor shall at its expense, secure and maintain in force insurance coverage on and with respect to the Building, which coverage shall include the following:
- (a) Property “All Risks Insurance” for the full reconstruction value of the Building, excluding Leasehold Improvements;
 - (b) Loss of Rental Income Insurance coverage on the rental income derived by the Lessor from the Building with a period of indemnity of not less than the period which would be required to rebuild and, if necessary, to re-tenant the Building in the event of the complete destruction thereof;
 - (c) Boiler and Machinery Insurance: This insurance provided shall have limits of not less than the repair or replacement and rental income, if applicable;
 - (d) Commercial General Liability Insurance with limits which a prudent Lessor of a similar building would maintain, but in any case with a limit of liability of not less than \$2,000,000.00 per accident or occurrence in or for the Building and the Lands related or adjacent thereto, including the following extensions: owners and contractors protective, limited pollution coverage endorsement, products and completed operations, personal injury; occurrence basis property damage and blanket contractual. The Commercial General Liability Insurance shall include Her Majesty the Queen in right of Canada, as an Additional Insured;
 - (e) such other insurance coverage which is or may become customary or reasonable for owners of buildings similar to the Building to carry in respect of loss of, or damage to, the Building or liability arising therefrom.
- .3
- (a) The insurance referred to in Clause 17 shall be carried in the amounts as stipulated therein; and otherwise as determined reasonably by the Lessor, subject to reasonable deductibles, as would a prudent owner of a commercial property similar to the Building.
 - (b) The policies of insurance shall contain a waiver of the insurer’s right of subrogation as against the Lessee except for losses caused by the willful or gross negligence of the Lessee. The Lessor

hereby waives its right of recovery against the Lessee, its employees and those for whom the Lessee is in law responsible with respect to occurrences required to be insured against by the Lessor pursuant to Clause 17.

- (c) If such insurance is not obtainable by the Lessor for any reason, the Lessee shall have the right (but not the obligation) to attempt to obtain such insurance on behalf of and in the name of the Lessor and at the Lessor's sole responsibility. Such responsibility may be discharged, at the Lessee's sole discretion, by deduction from the rent or another amount payable under the Lease by the Lessee to the Lessor.
- (d) The Lessor shall provide to the Lessee, within a maximum period of thirty (30) days, a certificate of insurance evidencing the insurance coverage to be maintained by the Lessor. The delivery to the Lessee of a certificate of insurance or any review thereof by or on behalf of the Lessee shall not limit the obligation of the Lessor to provide and maintain insurance as required herein.
- (e) The insurance policies referred to herein shall not be cancelled or materially changed without at least sixty (60) days' prior written notice given to the Lessee.
- (f) All policies of insurance shall be secured with an insurance company licensed to sell commercial insurance under the laws of the Province or Territory of Canada.
- (g) The Lessor acknowledges and agrees that, if it fails to obtain and maintain in force any of the insurances required to be obtained by the Lessor, then the Lessor shall indemnify the Lessee in respect of any losses as a consequence of such failure.

.4 In the event parking spaces are provided:

- (a) the Lessor's Commercial General Liability Insurance Policy shall include a Non-Owned Automobile Liability endorsement;
- (b) and if the Lessor, or its employees, agents, representatives or contractors either own an indoor garage or they drive, operate or move automobiles belonging to persons utilizing the parking spaces or the area in which the parking spaces are located, the Lessor shall secure and maintain a standard garage automobile policy written in the name of the Lessor on the form known as the "Standard Garage Automobile Policy (S.P.F. No. 4)" with the following minimum limits:

- (i) Third Party Liability: Not less than \$2,000,000.00 in respect of any one accident or incident;
- (ii) Collision or upset: Not less than \$100,000.00 in respect of any one accident or incident;
- (iii) Specified Perils: Not less than \$50,000.00

20. LAWS

- .1 The Lessor shall well and truly observe and fulfill the provisions and requirements of all Statutes, Regulations, By-laws, Rules, Orders and Instructions, whether Federal, Provincial or Municipal, including those of the Canada Labour Code, the National Building Code, and the Canadian Environmental Protection Act, relating to the Lands, the Building and the Leased Premises. For greater certainty, but not so as to restrict the generality of the foregoing, the Lessor covenants to faithfully observe all such requirements as may apply with respect to electrical wiring and apparatus and fire protection devices now installed or to be installed in and for the Building from time to time and to the safety and health of the occupants and the general public who make use of the Leased Premises.

21. MAINTENANCE/REPAIR/COMPLIANCE WITH STANDARDS

- .1 The Lessor covenants as follows:
- (a) to render the Leased Premises in a good and tenantable state of repair, ready for use and occupancy at the date of commencement of the Lease;
 - (b) at all times during the term of the Lease, to maintain the Leased Premises in a good and tenantable state of repair; and
 - (c) in accordance with written notice received from the Lessee, to promptly make good any defect and want of repair.
- .2 The Lessor covenants that all the provisions set forth in the Standards for Leased Accommodation, hereto attached, have been complied with and shall continue to be fully complied with throughout the term of the Lease including any improvements made by the Lessee to the Leased Premises and Common Areas.

- .3 The Lessor covenants to cause the Leased Premises and Common Areas to comply with the provisions of Schedule F and any such improvements will be made in accordance with Section 20 and will be completed at the sole expense of the Lessor.
- .4 The Lessor covenants that it shall maintain any and all improvements made to the Leased Premises and Common Areas to the standards contained in the Schedule F at the sole expense of the Lessor.
- .5 Subject to the Lessee's normal security requirements which could include security clearance to the level as designated by the occupant and reasonable prior notice, the Lessee shall permit the Lessor or the Lessor's authorized agent at all reasonable times to enter for the purposes of examining the state of repair of the Leased Premises and making repairs thereto.
- .6 The Lessor shall provide the Lessee's representative with a complete and current list of names, telephone numbers and addresses of the Lessor's employees, servants and agents who may be contacted at any time in the event of emergency or failure of any service to be provided by the Lessor, as herein specified, for the purpose of making repairs as may be required or to restore such service.
- .7 In the event that requests for services are received from the Lessee's National Service Call Centre (NSCC) the Lessor shall, immediately upon completion of the work, report back to the NSCC at 1-800-463-1850 describing the action taken to correct the problem.

22. LESSEE'S IMPROVEMENTS AND ALTERATIONS

- .1 (a) The Lessee shall be entitled, at any time prior to or during the term of the Lease, to make, or to have made
 - (i) by the Lessor, pursuant to sub-clause (2) hereof, and/or
 - (ii) by any independent contractor, pursuant to any agreement which may be entered between the Lessee and such contractor,
- such improvements in and to the Leased Premises, the appurtenances thereof and facilities therein, as will in the judgment of the Lessee better adapt the Leased Premises to the uses of the Lessee, and if any such improvements are to be made by any independent contractor, the Lessor shall, for such purpose, permit such contractor, the contractor's subcontractors and their

respective employees, servants and agents to enter the Lands, the Building and the Leased Premises.

- (b) No changes, alterations, additions or improvements to any of the heating, air conditioning, electrical and plumbing systems, roof and bearing walls of the Building shall be made without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.
- .2 (a) If the Lessee elects to have the Lessor carry out Lessee's Improvements to the Leased Premises, the Lessor hereby covenants, in the manner provided in the "Terms and Conditions Applicable To The Lessee's Improvements" and set forth in the Schedule entitled "Terms and Conditions Applicable to the Lessee's Improvements" and forming part of this Lease, to undertake and complete the Lessee's Improvements in any part of the Leased Premises as may be required by the Lessee prior to and during the term of the Lease, and for such purpose to enter into one or more "Sub-agreement(s) for Lessee's Improvements" with the Lessee.
- (b) Pursuant to subsection (2)(a) hereof, the Sub-agreement(s) for Lessee's Improvements shall be prepared by the Lessee at the Lessee's expense and shall be executed by the Lessor and the Lessee.

23. DATE SENSITIVE COMPLIANCE FOR BUILDING SYSTEMS

- .1 The Lessor shall ensure that all building systems are date sensitive compliant including, but not limited to, vertical transportation, environmental controls (HVAC), safety systems, security systems and all other systems in or for the Building as applicable under the Lease. Date sensitive compliant shall mean that neither performance nor functionality of the systems is affected by a change of date.

24. YIELDING UP

- .1 Upon expiration of the term of this Lease, as the same may have been extended, or other termination thereof, the Lessee may elect to remove any or all changes, alterations, additions and improvements incorporated into and made part of the Leased Premises, whether made by the Lessee or made on the Lessee's behalf whenever made, or may elect to leave any or all of the said changes, alterations, additions and improvements. In the event that any property belonging to the Lessor is damaged as a result of

the Lessee's removal of any or all changes, alterations, additions and improvements, the Lessee shall either pay to the Lessor such compensation in respect thereto that represents the reasonable cost of repairing such damage or repair the same.

- .2 Upon the expiration of the term of this Lease, as the same may have been extended, or other termination thereof, the Lessee shall remove any or all chattels installed by the Lessee or on the Lessee's behalf at the Leased Premises including, without limiting the generality of the foregoing, all furniture, equipment, drapes and drape mountings, rugs and decorative items which are hereby deemed to be the Lessee's property and, in the event that any property belonging to the Lessor is damaged as a result of the removal of the chattels, the Lessee shall either pay to the Lessor compensation in respect thereto that represents the reasonable cost of repairing the damaged property or repair the same.
- .3 The Lessee shall yield the Leased Premises at the expiration of the term of the Lease, as the same may have been extended, or upon other termination thereof, together with such improvements, as the Lessee has elected to leave in good repair, reasonable wear and tear, damage from fire, storm, tempest and other casualty, removal of alterations excepted, and, subject only to the provisions of subsection (1) and (2) above, the Lessee shall not be liable for any costs, direct or indirect, arising out of, or connected to the restoration or repair of the Leased Premises.

25. SET-OFF

- .1 Without restricting any right of set-off given or implied by law, the Lessee may set-off against the rent, or against any other sum payable hereunder by the Lessee to the Lessor, any amount payable by the Lessor to the Lessee hereunder or under any other Lease or contract, and without restricting the generality of the foregoing, the Lessee may, when making payment of the rent or of any other sum, withhold any amount which is then payable to the Lessee by the Lessor under this Lease or which, by virtue of the right of set-off, may be retained by the Lessee.

26. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

- .1 The Lessor represents and warrants to the Lessee as follows:
 - (a) The Building, the Leased Premises and the Lands on which the Leased Premises are located and their existing and prior uses comply and have at all times complied with, and the Lessor is not in violation of and has not violated, in relation to this ownership, use, maintenance or operation and uses related thereto, any

applicable federal, provincial, municipal or local laws, regulations, orders or approvals of all governmental authorities relating to environmental matters.

- (b) There are no orders or directions relating to environmental matters related to the Building, the Leased Premises and the Lands on which the Leased Premises are located.
- (c) To the knowledge of the Lessor, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Building, the Leased Premises and the Lands on which the Leased Premises are located.
- (d) The Lessor shall indemnify and save harmless the Lessee, the Lessee's employees, servants, agents and contractors, and all those for whom the Lessee may in law be responsible, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whosoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the breach of any representation and warranty contained herein.

27. CONTINGENCY FEES

.1 In this Clause:

- (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Lease or negotiating the whole or any part of its terms;
- (b) "employee" means a person with whom the Lessor has an employer/employee relationship;
- (c) "person" includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to Section 5 of the Lobbyist Registration Act R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time;
- (d) "Real Estate Broker" means an agent or intermediary (including a firm or association) who, in the normal course of business negotiates or assists in bringing two or more parties together with the object of their entering into a real estate transaction and is

remunerated by a brokerage fee or commission that is normally contingent on success, and holds a license from the Province in which the agent operates; and includes a practicing solicitor in a real estate, bank, loan, trust, insurance company in respect of real estate such company administers.

- .2 The Lessor hereby certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Lease to any person other than an employee acting in the normal course of the employee's duties, or to a Real Estate Broker acting in the normal course of their profession.
- .3 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Lease shall be subject to examination and audit by the Lessee.
- .4 If the Lessor certifies falsely under this Clause or is in default of the obligations contained therein, the Minister may either terminate the Lease without any compensation or further payments of any kind whatsoever to the Lessor, or recover from the Lessor by way of reduction to the rent or otherwise the full amount of the contingency fee.

28. SECURITY OF LEASED PREMISES, ASSETS AND INFORMATION

- .1 The Lessor shall at all times during the term of the Lease and any extension thereof, hold a valid Designated Organization Screening (DOS), at the level of (Reliability issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC);
- .2 The Lessor's personnel requiring access to the Leased Premises, assets or protected information, must each hold a valid clearance status issued by the CISD of PWGSC;
- .3 The Lessor shall ensure at all times during the term of the Lease, any extension thereof and during the period during which the Lessee's Improvements are carried out (unless instructed otherwise by the Lessee) that any contractor or sub-contractor requiring access to the Leased Premises holds a valid DOS issued by the CISD of PWGSC;
- .4 The Lessor shall ensure that any contractor's or sub-contractor's personnel requiring access to Leased Premises, assets or protected information shall each hold a valid clearance status issued by the CISD of PWGSC;

- .5 The Lessor and its contractors and sub-contractors shall not remove any asset or "protected" information from the Leased Premises, and shall ensure that its personnel and the personnel of its contractors and sub-contractors are made aware of, and comply with this restriction; and
- .6 The Lessor and its contractors and sub-contractors shall comply with the provisions of the most current edition of the Industrial Security Manual.

29. GENERAL

- .1 The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral to or otherwise forming part of or in any way affecting or relating to this Lease save as set out in the Lessor's Offer to Lease, the Lessee's acceptance of the said Offer, and this Lease constitutes the entire agreement between the Lessor and the Lessee and shall not be modified except by a subsequent agreement in writing of equal formality executed by the parties.
- .2 Upon the Lessee paying the rents and performing the covenants provided herein on Her part to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the Leased Premises during the term of the Lease without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.
- .3 All persons, employed by the Lessor or by any of the Lessor's independent contractors, who have access to the Leased Premises for any purpose in connection therewith, shall be identified by the Lessor with their name, full address, qualifications and duties in order that the Lessee may ensure that all such persons meet the security requirements of the Lessee.
- .4 A waiver by the Lessee of any breach of any of the Lessor's covenants hereunder shall not affect or prejudice the rights of the Lessee in respect of any future or other breach of covenant by the Lessor.
- .5 If any dispute or question shall arise between the parties hereto during the term hereof, and any extension, as to any matter arising hereunder which the parties are unable to resolve by agreement, the same shall be determined by a Court of competent jurisdiction.
- .6 Time shall in all respects be of the essence in each and every of the terms, covenants and conditions in this Lease.

- .7 Whenever in this Lease the context so requires or permits, the singular number shall be read as if the plural was expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- .8 The captions and marginal titles in this Lease are for convenience of reference only, and shall not affect the scope, intent, or interpretation of any provision.
- .9 This Lease may be executed in several counterparts, each of which, when so executed shall constitute but one and the same document.
- .10 This Lease shall enure to the benefit of and be binding upon the parties hereto, their lawful heirs, executors, administrators, successors, and assigns.
- .11 The Lessor acknowledges that the Lessee is subject to the Access to Information Act, R.S.C., 1985, c. A-1, as amended, and may be required to release this Lease and any other information or documents in Her possession or control relating to this Lease pursuant to the Access to Information Act.
- .12 If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition:
- (a) is deemed to be independent of the remainder of this Lease and severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Lease or any part thereof; and
 - (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid unenforceable or illegal. Neither party is obliged to enforce any term, covenant or condition of this Lease against any person, if, or to the extent by so doing, such party is caused to be in breach of any law, rules, regulations or enactments from time to time in force.
- .13 In the event of unforeseen accident or incident affecting the Leased Premises, upon request of the Lessee, the Lessor shall, at its own expense, provide in the time-frame indicated in the request, a report or certificate of compliance stating that the Lessor is complying with applicable laws and performing its due diligence and compliance regarding the specific requirement in the Lessee's request.

30. MORTGAGE

- .1 The (*Mortgagee name*) the Mortgagee named in a certain mortgage herein called the “Mortgage” of the Lands made in favour of the Mortgagee, dated the ___ day of _____, 20__, and registered on the ___ day of _____, 20__, in the Land Titles (Registry) Office for the _____ has agreed to be named as a party to and execute this Lease only for the purposes of this Clause, and does hereby, for itself, its successors and assigns:
- (a) consent to the granting of this Lease, and
 - (b) agree that in the event of any default by the Lessor as Mortgagor under the Mortgage, and the enforcement by the Mortgagee of its rights, or any of them under the Mortgage by reason of such default, the Mortgagee shall recognize this Lease and be bound by the Lessor’s covenants and obligations and not disturb the Lessee and the Lessee’s rights under this Lease, provided, only, that if, by reason of any such enforcement by the Mortgagee of such rights under the Mortgage, the Mortgagee becomes lawfully entitled to have the Lessee attorn to the Mortgagee, as Lessor, by operation of law, and gives written notice thereof to the Lessee, the Lessee shall so attorn to the Mortgagee.

31. WAIVER

1. The Lessee considers that the leasing information listed hereunder is the type of government information that is normally available to the general public and therefore, the Lessee reserves the right to make this information available to the general public, that is,
- . the address of the Building
 - . the name and address of the Lessor
 - . the commencement date of the Lease
 - . the termination date
 - . the options to renew and dates thereof
 - . the area of the Leased Premises
- and the Lessor agrees to the disclosure to the public of such information and agrees not to object in any way whatsoever to the disclosure of such information.

32. NOTICES

- .1 Any notice required or permitted to be given by either party to the other shall be in writing and may be sufficiently given by hand, or by mailing the same postage prepaid addressed to:
- (a) in the case of the Lessor, to:
 - (b) in the case of the Lessee to the Regional Manager, Leasing, Real Property Services or, if forwarded by registered mail, addressed to:

Regional Manager
Leasing, Real Property Services
Public Works and Government Services Canada
Ontario Region
4900 Yonge Street
Toronto, Ontario M2N 6A6
 - (c) in the case of the Mortgagee to:

or to such other address as either of the parties may from time to time designate in writing to the other.

Any notice aforesaid if delivered by hand shall be deemed to have been given on the date on which it was delivered, if sent on the date of transmittal with acknowledgement of receipt, or if mailed by registered mail with return receipt shall be deemed to have been given on the day on which it was received as evidenced by the receipt, or if forwarded by mail, whenever mailed, shall be deemed to be served on the fifth business day next following the date it is so mailed.

33. **SIGNATURES**

IN WITNESS WHEREOF

THE LESSOR has executed this Lease on the _____ day of _____, 20____,
- and -

THE LESSEE has executed this Lease on the _____ day of _____, 20____,
- and -

THE MORTGAGEE has executed this Lease on the _____ day of _____, 20____.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LESSOR

per: _____
Name: _____

per: _____
Name: _____

MORTGAGEE

per: _____
Name: _____

per: _____
Name: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

per: _____

SENIOR LEASING OFFICER
REAL PROPERTY SERVICES
PUBLIC WORKS AND GOVERNMENT
SERVICES CANADA
ONTARIO REGION

per: _____
WALTER GADD
REGIONAL MANAGER, LEASING
REAL PROPERTY SERVICES
PUBLIC WORKS AND GOVERNMENT
SERVICES CANADA
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SCHEDULE A
LEGAL DESCRIPTION

SCHEDULE B

FLOOR PLAN(S)

SCHEDULE C

MEASUREMENT INSTRUCTIONS

1. GENERAL

- .1 If an outer building wall consists of at least 50% glass (based on a minimum ceiling height of 2600 mm) the measurement shall be taken from the inside surface of the glass.
- .2 If the glass surfaces are sloping or of any other irregular design the measurement shall be taken from the glass surface nearest the inside finish of the outer building wall.
- .3 All measurements are to be in square meters calculated to 1 decimal place.

2. DEFINITIONS

- .1 Accessory Areas are the common use areas of the Building, along with their enclosing walls (except where such walls abut Building Service Areas), including toilets, janitor closets, slop sinks, electrical closets, telephone closets, public corridors and elevator lobbies.
- .2 Building Service Areas are those areas, with their enclosing walls, necessary to the operation of the Building, including main entrance lobby, main floor elevator lobby, public stairs, fire towers, elevator shafts, flues, stacks, pipe shafts, other vertical ducts, air conditioning room (including fan rooms on floors, meter room, garbage room, janitorial storage room (serving the whole Building), dumbwaiter, and loading docks (serving the whole Building).
- .3 The rentable area of a whole floor shall be the area within the outside walls computed by measuring to the inside finish (or surface of the glass, as appropriate) of permanent outer building walls without deduction for columns or projections necessary to the Building or for enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating, excluding from such measurement Building Service Areas, but including Accessory Areas within and serving only that floor and, if applicable, a proportionate share of Accessory Areas serving more than one floor.
- .4 The rentable area of a portion of a floor shall be the area within the outside walls computed by measuring to the inside finish (or surface of the glass, as appropriate) of permanent outer building walls, to the inside surface of the corridor walls and to the centre of the partitions that separate the

portion of the floor from adjoining portions of the floor, without deduction for columns or projections necessary to the Building or for enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating, excluding from such measurement Building service Areas, but including a proportionate share of Accessory Areas servicing only that floor and, if applicable, a proportionate share of Accessory Areas serving more than one floor.

- .5 The usable area of a floor or of a portion of a floor shall be the area within the outside walls computed by measuring in the manner described for computing the rentable area, excluding from such measurement Building Service Areas and Accessory Areas (together with the enclosing walls of such Accessory Areas which separate them from usable area on the balance of the floor) and also excluding the area occupied by columns and projections necessary to the Building or by enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating.

SCHEDULE D

CLEANING

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1. Safety .1 Strictly adhere to Federal, Provincial and Municipal regulations and codes concerning the equipment, work habits and procedures.
- .2 Equipment used to perform the work shall be in good repair. The Lessee reserves the right to have equipment it judges unsafe, not suitable or defective, taken out of service. The Lessor shall supply suitable replacement equipment until satisfactory repairs are made.
2. Inspections .1 Inspections will be made by the Lessee's Representative, who shall decide whether or not the work is satisfactory.
3. Hours of Work .1 Routine Cleaning Operations

Routine Cleaning Operations (which are operations to be performed on a daily, weekly or monthly basis) shall be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday excluding statutory holidays as recognized by the Government of Canada in the Province of Ontario.

- .2 Scheduled Cleaning Operations
 - (a) Scheduled Cleaning Operations to be performed during the Lease Term and to be repeated in each extension period of the Lease Term.
 - (b) Scheduled Cleaning Operations shall be completed by the Lessor in the months specified and by prior arrangement with Lessee.
 - (c) Special arrangements for security access must be scheduled and approved by the Lessee's Representative.

- 4. Supplies .1 The Lessor shall ensure that where substances classified as controlled products under the Control Products Regulations are to be used in Crown occupied facilities, the Lessor shall ensure that his

employees receive appropriate training as per Provincial/Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS).

The Lessor shall ensure that all controlled products are identified to the Lessee. Materials Safety Data Sheets (MSDS) for controlled products shall be made available to the Lessee's Representative.

All products shall be environmentally friendly.

Where controlled products are to be used in Crown occupied facilities the Lessee's Representative will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.

The on-site hazardous material coordinator or the Lessee's Representative must be advised when controlled products are to be brought into Crown occupied facilities.

5. Security .1

The Lessor shall provide the Lessee the full name, address, telephone number and date of birth of each person comprising the Cleaning staff at least sixty (60) days prior to commencement of the Lease.

.2

All Cleaning staff must be security cleared to level "RELIABILITY" in order to be permitted access to the Leased Premises. Pursuant to Clause 28, of the Lease the Lessor is solely responsible for any and all costs associated with acquiring security clearance for its employees.

In addition to the Lessor's regular work force, the Lessor shall maintain additional standby personnel (25% of regular work force) to replace regular employees as required for any reason.

.3

All cleaning staff, must at all times sign IN and OUT recording arrival and departure times in registers or on sheets provided at the security guard control desk or other designated area.

4. The Lessor will ensure appropriate safe keeping of all keys, key cards, etc., entrusted to her/him. Keys, key cards etc., shall be placed in safe keeping on the work site. No keys shall be duplicated without the consent of the Lessee's Representative/occupant. Failure by the Lessor to satisfy safe keeping requirements will make liable the Lessor for any and all costs related to implementation of corrective measures deemed necessary as determined by the Lessee's Representative in its sole discretion to maintain the security integrity of the Leased Premises.
 - .5 Upon completion of cleaning operations and prior to leaving the Leased Premises the Lessor is responsible for security of the Leased Premises to the extent of closing and locking all access doors and inspection of all windows to ensure same are closed and locked.
 - .6 Leased Premises access doors shall be locked and unlocked only as and when required to facilitate the work of the occupying departments.
 - .7 All room doors, private or general office access doors etc., unlocked and opened by cleaning staff to facilitate their work must, upon completion of the work and exiting the Leased Premises be closed and relocked.
6. Emergency Cleaning .1 Emergency (On Call) Cleaning means:
- The Lessor must be prepared to respond to emergency calls twenty-four (24) hours a day, seven (7) days a week and be on site within one (1) hour of notification.
7. Uniforms .1 All cleaning staff working on the Leased Premises shall be suitably uniformed at all times with company name and crest affixed.

SCOPE OF WORK

1. General .1 The Lessor shall provide all necessary labour, equipment and materials to clean and maintain the Leased Premises in accordance with this specification which shall form part of the Lease documents.

THE LESSOR SHALL PERFORM THE FOLLOWING AS APPLICABLE:

It is the responsibility of the Lessor to employ such personnel as needed to ensure full delivery of these services and to correct deficiencies that may be brought to the Lessor's attention.

It is further understood that the Lessee may require janitorial staff to be security cleared, and reserves the right to refuse access for personnel it deems to be a security risk.

The Lessor shall use commercial heavy duty vacuum cleaners with the following features: Maximum noise Level of 49dB, maximum 0.3 micron particulate filter (Hepa Type), minimum 106 inches water lift and power head and other accessory tools as required.

The Lessor will supply walk away mats where required by the Lessee from November 1st to April 30th inclusive.

2. Routine Daily Cleaning Operations .1 Ensure that the Canadian Flag as is in place on a daily basis where applicable. Change the Flag periodically when worn to the extent that it becomes unsightly and raise or lower it on special occasions as required by the Lessee.
- .2 Dispose of all waste paper and garbage away from site or in designated area. Employ recycling methods as necessary to satisfy the current legislative requirements of the industry.

- .3 Sweep floor, using a dust control method.
- .4 Wash floors and spray buff to remove traffic marks and restore shine.
- .5 Vacuum and spot clean carpets.
- .6 Vacuum walkway mats. Mats are to be changed as required to maintain quality and appearance. During winter months employ special care to remove moisture and slush so as to ensure safe conditions.
- .7 Empty and wash clean all ashtrays and sand urns where applicable.
- .8 Clean furniture, fixtures, filing cabinets, equipment and lockers to remove finger marks, smudges, stains and dust.
- .9 Clean windowsills, baseboards, radiators, ledges, partitions, telephones, etc.
- .10 Clean all doors, door glass, side panel glass and transom glass.
- .11 Wash and disinfect washroom floors, fixtures mirrors with a germicidal detergent (Quaternary ammonium) to control the spread of germs, bacteria and odour. Unplug blocked drains as required.
- .12 Replenish paper towels, toilet tissue, soap and deodorant blocks on a continuous basis. Spot cleaning of floor and fixtures to be performed as required.
- .13 Washroom sani-cans, if required, shall be emptied, washed, and sani-bag replaced.
- .14 Empty all wastebaskets into containers ready for disposal.
- .15 Spot clean walls and ceilings, doors, doorframes, kick plates, ledges, light switches, and elevator buttons.

- .16 Replace burnt out fluorescent tubes and light bulbs, including exit lights within 24 hours of being notified. Whenever conditions warrant, lights may have to be replaced immediately. Damp wipe clean as required at this time.
- .17 Pick up and remove all litter and debris from exterior grounds.
- .18 Remove slush and sand accumulation from paved and concrete areas, including municipal sidewalks and parking areas as required to ensure safe conditions at all times.
- .19 Remove icicles from eaves, etc.
- .20 Clean Janitor's closet as per corresponding areas in the building.
- .21 Close and lock all windows and doors and turn off lights when cleaning is completed.
- .22 Clean loading platform and keep clear of empty refuse containers. Keep all recycling depot areas neatly organized at all times.
- .23 Wash and disinfect all water fountains.
- .24 Sweep steps and landings using a dust control method.
- .25 Computer Rooms - Floor Pedestal (Where Applicable)
 - (a) Vacuum floors.
 - (b) Damp mop floors with mop well wrung out.
 - (c) Note: No floor finish to be used unless authorized. Cleaning schedule to be arranged with Lessee.

.26 Lunch Room and Laboratories

- (a) Wash and disinfect surrounding areas of all refuse receptacles, including receptacles themselves, replace plastic liner.
- (b) Replenish all dispensers.
- (c) Clean and disinfect all sinks, faucets, exposed shelving, dispensers, valves, pipes.
- (d) Dust chairs, spot clean as required.
- (e) Wash and disinfect countertops and tabletops.

3. Weekly

- .1 Clean interior and exterior metal work, where applicable.
- .2 Vacuum upholstered furniture.
- .3 Remove and clean foot grilles, clean recess pans, keep drains clear.
- .4 Dust, wash glass and clean aluminum borders around directories, notice boards and display cases.
- .5 Clean and polish handrails.
- .6 Wash steps and landings.
- .7 Sweep down exterior of building, under eaves and canopies to remove cobwebs, flies, etc.

4. Monthly

- .1 Wash and disinfect waste cans and receptacles.
- .2 Clean, wax and polish furniture and counter tops.
- .3 Descale toilet bowls and urinals.
- .4 Dust blinds. Vacuum fabric vertical blinds where required.
- .5 Vacuum drapes.

- .6 Steam clean walkway mats. Steam clean more often during inclement weather. Provide replacement mats during shampooing. Change mats monthly by contractor or cleaning firm.
 - .7 Recondition floors on a full floor basis to remove traffic marks and soil buildup with a light scrub. Rinse floors with clear water; apply one (1) coat of a non-slip floor finish to the dry, clean floor. Employ all safe work practices during this procedure.
 - .8 Wash all interior glazed surfaces including glass partitions and draft deflectors.
 - .9 Vacuum air grilles and diffusers and clean debris from floor air vents.
 - .10 Keep fire extinguishers and cabinets clean and polished.
 - .11 Wash filing cabinets and lockers.
 - .12 Clean and disinfect lunchroom tables and chairs.
5. Scheduled Cleaning Operations
- .1 Strip floors on a full floor basis to remove all existing floor finish and all impurities with a heavy scrub. During this operation, remove discoloured floor finish and accumulations under furniture, radiators, in corners, along and on baseboards. Rinse floor with clear water; apply three (3) coats of a non-slop non-buffable floor finish to the dry, clean floor. Perform this operation two (2) times per year during the months of May and November.
- All furnishings are to be removed and replaced at the Lessor's cost during this operation. The Lessor shall notify the Lessee or make arrangements for the Lessee to inspect the finished work. Schedules are to be provided for approval in all areas at least two (2) weeks prior to commencement of work.

Do not allow cleaning solution to seep under filing cabinets and partitions. Move all desks, chairs, waste baskets, etc., out of the area or to one side, prior to stripping, to ensure complete floor coverage. Relocate furniture and equipment to exact previous location.

- .2 Clean upper windows twice per year during the months of May and October. Ground floor windows are to be cleaned on a monthly basis. Schedule to be provided at least two (2) weeks prior to commencement of work.
 - (a) The extent of window cleaning shall include both sides of exterior glass, all sash and sills, metal work. Remove all dirt and stains that detract from the appearance or transparency of the glazing over its full exposed area, using a detergent solution. Rinse, using clear water. Use squeegee and chamois-skin to dry and polish.
 - (b) Remove all dirt and stains that detract from the appearance of the metal by use of a mild detergent solution. A mild abrasive cleaning solution compound may be used if care is exercised not to injure the surfaces. Rinse, using clear water. Use chamois-skin to dry and polish.
 - (c) Leave all surfaces dry and streak-free.
- .3 Wash light fixtures once per year during the month of March.
 - (a) Incandescent: Remove cover, if applicable, and wash; remove bulbs and clean; wash pan; dry and polish; re-assemble. Exit lights included.
 - (b) Fluorescent: Remove shield, if applicable, and wash; clean acrylic shield, using antistatic procedure; remove tubes and clean; wash all exposed surfaces of the pan; dry and polish; re-assemble.

(c) Spot clean and remove insects as required.

- .4 Steam clean carpets once per year during the month of April or May, using the extraction method. Schedules are to be provided at least two (2) weeks prior to commencement of work. Landlord at his expense will move all furniture required to clean carpet.
- .5 Wash blinds once per year in the month of April.
- .6 Dust and wash walls, partitions, columns, woodwork and uncovered pipes once per year in the month of April.
- .7 Wash washroom ceilings twice per year in the months of April and November.
- .8 Vacuum acoustic ceilings once per year during the month of March.
- .9 Dust and wash walls once per year during the month of November.
- .10 Wash air grilles, air diffusers, floor air vents and metal work four (4) times per year, during the months of January, April, July, and October.
- .11 Strip and reseal stair treads and landings. Schedule to be provided at least two (2) weeks prior to commencement of work.

GENERAL NOTE: All scheduled cleaning operations work must be inspected by the Lessee for completion and quality. Lessor to notify the Lessee when work has been finished for this purpose.

6. Snow Removal

- .1 When snow accumulation reaches 2.5 cm or when conditions warrant snow removal, the Lessor shall immediately carry out removal of snow and ice from entrances and exits, sidewalks, including municipal sidewalks if applicable, steps, ramp, loading docks, parking and trucking areas to ensure the safety of the public and the unhindered flow of all traffic. The Lessor shall supply and use ice melter and sand (as needed) to fulfill these

requirements. Where drifting or freezing occurs, it is the responsibility of the Lessor to carry out removal, clearing, sanding and deicing agent on a continuous basis to ensure safety and unimpeded entrance and exit both by occupants and customers.

- .2 Where ramp(s) are provided for use by persons with a disability the ramp(s) and handrail(s) shall be kept free of snow, slush and ice, (with the application of salt and/or sand as necessary). The ramp(s) shall be free of obstructions and safe at all times.
- .3 Where snow removal is not completed and a hazardous condition exists, the Lessee reserves the right to have the snow cleared and/or removed by another party. All associated costs plus an administrative fee will be deducted from the Lessor's monthly rent payment.

7. Landscaping

- .1 Where applicable, the Lessor shall maintain the health and good appearance of the lawn, flower beds, shrubs and trees. Maintenance shall include proper weeding, pruning, fertilizing, litter pick-up and removal of graffiti so as to present a favourable appearance at all times.

8. Recycling

- .1 General

Part 1 - Multi-material Recycling Program

The Lessor shall provide and maintain an adequate number of multi-material recycling stations (a minimum of one (1) station per floor in common areas of each floor in the Leased Premises) for source separation of different types of recyclable material. Each multi-material recycling station shall:

- (a) be installed in a well lit, high traffic area acceptable to the Lessee;
- (b) be separated into categories (such as metal, rigid plastics, clear glass, etc.) chosen in accordance with the recycling infrastructure available in the community in which the

Building is located and as agreed to by the Lessee;

- (c) be equipped with proper bilingual signage;
- (d) be fitted with clear plastic garbage bags, or as may be required by the recyclable material hauler; and
- (e) be maintained in good working order, repaired and cleaned as needed.

Part 2 - Paper Recycling Program

- (a) Recyclable paper and cardboard, unless marked or agreed otherwise, shall not be disposed of as garbage.
- (b) All recyclable paper and cardboard shall be collected from the paper recycling containers located at each workstation and throughout the Leased Premises.

.2 Daily

- (a) Collect paper from paper recycling containers in high generation areas (i.e. photocopy rooms).
- (b) Remove surface contamination and/or garbage from the central paper collection containers and multi-material recycling stations, as applicable.
- (c) Collect overflowing material from multi-material recycling stations as required, to avoid overfill, odour, and to maintain sanitary conditions.

.3 Weekly

- (a) Collect all recyclable material from multi-material recycling stations by replacing the clear plastic storage bag with a new bag.

- (b) Clean the exterior of the multi-material recycling stations.
- .4 Monthly
 - (a) Wash and disinfect the interior and exterior of the central paper collection containers and multi-material recycling stations.

SCHEDULE E

**TERMS AND CONDITIONS APPLICABLE TO THE LESSEE'S
IMPROVEMENTS**

The Lessor and the Lessee have agreed that, for purposes of setting out the scope of the various projects that will comprise the improvements to be made, the plans and specifications therefor, the commencement date, the completion date and the sum payable for the execution of the Work, the Lessor and the Lessee will enter into sub-agreements, hereinafter referred to as the “Sub-agreement” which shall form a part of the Lease, and to which the terms, conditions and provisions of this Schedule shall apply as if they were fully set out in such Sub-agreement.

1. DEFINITIONS

In this Schedule,

Completion Date means the date set for completion of the Work as specified in a Sub-agreement.

Latent Defect means a defect in the Work that would not ordinarily be observed during a walk-through inspection.

Lessee's Representative means the person(s) identified by the Lessee, from time to time, as its representative(s) to act for the Lessee in matters associated with any Sub-agreements.

Lessor's Representative means the person identified by the Lessor, from time to time, as its representative to act for the Lessor in matters associated with any Sub-agreements.

Management Fee means an amount calculated by applying a percentage, as specified in Clause 6 of this Schedule, to the cost of the Work and which percentage is chargeable by the Lessor with respect to the carrying out of its obligations as set forth in Clause 2 of this Schedule.

Sub-agreement means individual supplemental agreements or contracts substantially in the form attached hereto as Appendix 1 and made between the parties hereto related to the Work to be performed from time to time and to which the terms, conditions and provisions of this Schedule apply.

Sub-contractor means any architect, engineer, consultant, construction firm or other contractor engaged by the Lessor in connection with the completion of the Work.

Work means all of the work set forth in the Statement of Work which shall form part of Sub-agreement(s) entered into from time to time between the Lessor and the Lessee and which may include, but is not limited to, the development of the required plans, drawings and estimates, including supporting architectural and engineering studies, required permits, and the construction work necessary to alter or improve the Leased Premises and building systems, all of which shall be performed in a careful and workmanlike manner and to the satisfaction of the Lessee.

2. PERFORMANCE AND MANAGEMENT BY LESSOR

The Lessor shall:

- .1 ensure all plant and all labour and material necessary for the full execution, completion and delivery ready for use of the Work and material;
- .2 undertake and commence on or before the date specified in any Sub-agreement and complete on or before the date set out therein the performance and incorporation into the Leased Premises of all the Work and material set forth and described in such Sub-agreement in a careful and workmanlike manner and to the satisfaction of the Lessee;
- .3 invite bids from qualified Sub-contractors in a number acceptable to the Lessee and who are deemed qualified;
- .4 subject to the Lessee's prior approval, issue Addenda to all potential bidders to modify and/or clarify the plans and specifications as and when required prior to the date and time set for receipt of the bids in accordance with good business practice;
- .5 reserve the right to accept any bid whether it is the lowest or not, or to reject any or all bids, at the Lessor's discretion in consultation with the Lessee;
- .6 ensure that all bids provide a detailed breakdown of all component costs to the extent considered necessary by the Lessee for purposes of evaluation and include, when requested by the Lessee, Unit Price Tables in a format agreed to by the Lessee;
- .7 ensure that all bids received by the Lessor are sealed and opened in the presence of the Lessee, at a specified date, time and location if so requested by the Lessee;

- .8 submit such bids to the Lessee for review prior to the selection of all Sub-contractors to be engaged by the Lessor for the development and/or completion of the Work;
- .9 provide that any Sub-contractors engaged by the Lessor with respect to the performance of the Work shall comply with the terms and conditions of this Schedule that can reasonably be applied to any of the sub-contracts and undertakings;
- .10 act as constructor to acquire the building permits, coordinate and schedule all Sub-contractors, Lessee's contractors and suppliers, labour and material acquisitions necessary for the development, full execution, completion and delivery, ready for use, of the Work;
- .11 allow unlimited and unrestricted access to the Lessee's contractors and suppliers to enter upon the Lands, Building and Leased Premises to undertake and complete work and/or supply materials on for or to the Leased Premises as required to complete the Lessee's Improvements, with no delay, impediment or interference with, by or from the Lessor, the Lessor's subcontractors, agents or employees and such entry and the undertaking of work and/or supply of materials by the Lessee's contractors or suppliers will not in any way constitute occupancy of the Premises by the Lessee;
- .12 ensure that any municipal approvals or permits required are obtained prior to start of construction;
- .13 conduct walk-through inspections, as required, to prepare lists and estimated costs of items needing additional or remedial work and complete such additional or remedial work in a manner and time frame satisfactory to the Lessee;
- .14 at the sole discretion of the Lessee upon partial or total completion of the Work, provide to the Lessee an Interim or a Final Certificate of Completion and the Lessor's Statutory Declaration in the format to be supplied by the Lessee, signed and sealed in the manner set forth herein;
- .15 upon total completion of the Work, at the discretion of the lessee and upon request by the Lessee's Representative, provide the Lessee with a Workplace Safety and Insurance Board clearance certificate from each Sub-contractor and provide the Lessee with the Lessor's Statutory Declaration in the format to be supplied by the Lessee; and
- .16 within thirty (30) days following the date of issuance of the Final Certificate of Completion, provide the Lessee with as-built drawings in electronic AutoCAD format setting forth a record of the Work (if it is

expressly requested in the Statement of Work appended to and forming part of the Sub-agreement, the as-built drawings shall also be provided in the electronic format specified by the Lessee).

3. CHANGES

- .1 The Lessee may, at any time before the completion of the Work, make changes to the Work by written instructions to the Lessor.
- .2 If the change requested by the Lessee causes an increase to the cost of the Work, prior to commencing any such change, the Lessor shall obtain and deliver to the Lessee a quotation of the total cost of such change excluding any Management Fee. Upon receipt of the Lessee's written authorization to proceed with the change, the Lessor shall incorporate any such change into the Work as if the same had appeared in and been part of the Sub-agreement and the amount of the Work payable pursuant to the Sub-agreement shall be increased by the cost of such change.
- .3 If the change requested by the Lessee causes a decrease to the cost of the Work, the amount to be paid pursuant to the Sub-agreement shall be decreased by an amount agreed upon by the Lessor and the Lessee.

4. COMPLETION

- .1 Upon the full completion of the Work, the Lessor shall, if so requested by the lessee, at the Lessor's expense, deliver to the Lessee for the Lessee's approval a Final Certificate of Completion (in the format set forth at Appendix 2 hereto) which Certificate shall be signed and sealed by the Lessor's Architect and Engineers certifying that the Work has been satisfactorily completed and is in full compliance with provisions of the said Certificate. Further, the Certificate of Completion shall be countersigned by the Lessor's representative certifying that, the Leased Premises together with the Lessee's Improvements thereto are in full compliance with the provisions, requirements and standards of the Lease.
- .2 Prior to the full completion of the Work the Lessor may issue an Interim Certificate of Completion meeting the provisions of subsection (1) of this Section and in the format set forth at Appendix 3 for the Work which has been satisfactorily completed and clearly describing therein the portions of the Work, along with their monetary value, which have yet to be completed by the Lessor. The Interim Certificate of Completion shall be signed and sealed in accordance with the provisions of subsection (1) hereof for the portion of the Work that is completed.

- .3 For any Certificate issued by the Lessor pursuant to subsections (1) and (2) of this Clause, if the Lessee's Representative is of the opinion that the Work is not substantially completed as described in the said Interim or Final Certificate of Completion, the Lessee's Representative may notify the Lessor in writing (hereinafter referred to as the Lessee's Notice) to rectify any other portions of the Work not completed to the satisfaction of the Lessee's Representative. Upon receipt of the Lessee's Notice, the Lessor shall complete such Work to the satisfaction of the Lessee.
- .4 The Lessee's acceptance of the Lessor's Interim and/or Final Certificate of Completion shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the Lessor.

5. EXTENSION FOR COMPLETION OF THE WORK

- .1 The Lessee may, on the application of the Lessor made in writing before the date fixed for completion of the Work extend the time for completion of the Work by fixing a new completion date if, in the opinion of the Lessee, one of the following applies:
 - (a)
 - (i) causes beyond the control of the Lessor and not within control of the Lessee have delayed its completion; and,
 - (ii) in the event that the Work being performed by the Lessor consists of the Lessee's Improvements to be completed prior to the Lease Commencement Date the Lessor agrees that the rent reserved under the Lease shall abate for the period of extension;
 - (b)
 - (i) causes within the control of the Lessee have delayed the completion of the Work; and
 - (ii) in the event that the Work being performed by the Lessor consists of the Lessee's Improvements to be completed prior to the Lease Commencement Date the Lessee agrees that there shall be no abatement of the rent reserved under the Lease.

6. PAYMENT BY LESSEE

- .1 As consideration for the execution of the Work and subject to the provisions hereof, the Lessee shall pay to the Lessor, as Additional Rent under this Lease, the amount specified in the Sub-agreement.

- .2 The amount specified in the Sub-agreement shall include the applicable Management Fee and the aggregate of all the sums payable by the Lessor to Sub-contractors pursuant to the low bid or bids received in respect of the Work, or any other amount agreed to by the Lessee, and shall be subject to adjustment as follows:
- (a) the amount shall be increased by a sum equal to the total cost of all increases in the cost of the Work, if any, approved by the Lessee and determined in accordance with the provisions of this Schedule; and
 - (b) the amount shall be decreased by a sum equal to the total cost of all decreases in the cost of the Work, if any, determined in accordance with the provisions of this Schedule.
- .3 Unless specifically agreed otherwise in the Sub-agreement, the Management Fee shall be calculated as follows:
- (a) for soft cost portions of the Work not covered in subsection (3)(b) hereunder (for the purposes of this subclause, soft costs shall include those costs arising out of consultant contracts, cabling contracts, building permits, design or engineering service contracts and similar contracts): a Management Fee of **three percent (3%)** of the Soft Cost Component.
 - (b) for the construction portion of the Work, the Cost of the Work will be accumulated and the following Management Fee will be applicable:
 - (i) If the Cost of the Work is up to Thirty Thousand Dollars (\$30,000.00), a Management Fee of **fifteen percent (15%)** of the Hard Cost Component;
 - (ii) If the Cost of the Work is Thirty Thousand Dollars (\$30,000.00) to Forty-Five Thousand (\$45,000.00), a Management Fee of **Four Thousand, Five Hundred Dollars (\$4,500.00)**;
 - (iii) If the Cost of the Work is in excess of Forty-five Thousand Dollars (\$45,000.00), but less than or equal to One Million Dollars (\$1,000,000.00) a Management Fee of **five percent (5%)** of the Hard Cost Component;
 - (iv) If the Cost of the Work is in excess of One Million Dollars (\$1,000,000.00), but less than or equal to Ten Million

Dollars (\$10,000,000.00) a Management Fee of **three and a half percent (3.5%)** of the Hard Cost Component;

- (v) If the Cost of the Work is in excess of Ten Million Dollars (\$10,000,000.00), a Management Fee of **three percent (3%)** of the Hard Cost Component;

- (c) furniture, screens and other equipment: a Management Fee of **three percent (3%)**.

.4 During the implementation of the Work, the Lessor may submit Progress Claims to the Lessee's Representative each of which clearly sets forth the amount being claimed for Work satisfactorily performed to that date plus the applicable Management Fee. Subject to verification by the Lessee's Representative, payment by the Lessee shall be made no later than thirty (30) days after receipt of such Progress Claim. If, within fifteen (15) days of receipt of a Progress Claim, additional information is required by the Lessee's Representative, the thirty (30) day period shall commence upon receipt of the requested information. Payment of any amount claimed may, at the discretion of the Lessee's Representative, be subject to a 10% holdback on the construction portion of the Work which shall be released to the Lessor with the final payment in accordance with sub-clause (5)(b) herein. There shall be no holdback on Progress Claims for soft costs.

.5 The payment by the Lessee to the Lessor of the Additional Rent hereinbefore specified shall be made in the following manner:

- (a) not later than thirty (30) days after the date of acceptance by the Lessee of an Interim Certificate of Completion pursuant to this Schedule, the Lessee shall pay to the Lessor an amount not to exceed 90% of the amount described in the Sub-agreement less an amount equal to the cost, as determined by the Lessee's Representative, of completing the items and doing the things described in the said Interim Certificate, and less any progress payment made pursuant to subclause (4) of this Clause,
- (b) not later than 30 days after the date of acceptance by the Lessee of a Final Certificate of Completion pursuant to this Schedule the Lessee shall pay to the Lessor the amount described in this Clause less any payments made pursuant to subsection (4) and subsection (5)(a) of this Clause.

7. INDEMNITY

- .1 The Lessor shall indemnify and save harmless the Lessee from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of the Work unless caused by the negligence or fault of the Lessee.

8. DEFAULT

- .1 (a) In the event that the Lessor has made default or delayed in commencing or in diligently executing the Work or any portion thereof and the Lessee gives written notice thereof to the Lessor and has by such notice required the Lessor to put an end to such default or delay, and such default or delay is not corrected by the Lessor in the time frame specified in the Lessee's notice, the Lessee's Representative may, without any other authorization, take all or any part of the Work out of the Lessor's hands and may employ such means as the Lessee's Representative may see fit to complete the Work.
- (b) If the Work or any portion thereof is taken out of the Lessor's hands under paragraph (a), the Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Schedule and under the Lease equal to the amount expended by the Lessee in completing the Work, as well as an amount equal to all expenses and damages incurred or sustained by the Lessee as a result of the Work not being completed by the date fixed for its completion.
- (c) The taking of the Work or any portion thereof out of the Lessor's hands under paragraph (a) shall not operate so as to relieve or discharge the Lessor from any obligation set forth herein or imposed upon the Lessor by law except the obligation to complete the physical execution of that part of the Work so taken out of the Lessor's hands.
- .2 (a) In the event that the Lessor does not complete the Work by the date set forth in the Sub-agreement but does complete the Work thereafter, the Lessor shall pay to the Lessee:
- (i) an amount equal to all expenses and damages incurred or sustained by the Lessee during the period of delay, including all salaries, wages and traveling expenses paid by

the Lessee to persons superintending the Work during the period of delay, as a result of the Work not being completed by the date fixed for its completion; and,

- (ii) where the Lessor has an obligation to complete the Work prior to the Lease Commencement Date, an amount equal to the rent payable under the Lease during the period of delay for the Leased Premises or any part thereof which, in the opinion of the Lessee, cannot be occupied and used by the Lessee for the Lessee's purposes under the Lease by the date fixed for completion of the Work.

The Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Schedule and under the Lease equal to the amount payable to the Lessee under this subclause (2).

- (b) For the purposes of this subclause (2), "period of delay" means the period commencing on the day fixed by a Sub-agreement for completion of the Work and ending on the day the Lessee's Representative determines that the Work has been fully completed.

- .3 In the event that any contractor, subcontractor, worker or supplier of material is found to be unpaid at any time in respect of the completion of the Work, the Lessee may pay any amount that is lawfully due and payable by the Lessor to such subcontractor, worker or supplier, and deduct from and set off the amount expended by the Lessee from any amount payable pursuant to the provisions of this Schedule and under the Lease, which payment shall be a discharge of the Lessee's obligation to pay such amounts.

9. **DEFECTS**

- .1 Without restricting any warranty or guarantee implied or stipulated by law the Lessor shall, at the Lessor's expense rectify and make good any defect, fault, or latent defect however caused, that appears in the Work within twelve (12) months from the date of issuance of the Final Certificate of Completion.
- .2 If any defect, fault, or latent defect appears in the Work and the Lessee is of the opinion that it is one which the Lessor is obligated to remedy and make good, the Lessee may direct the Lessor to remedy and make good the defect, fault, or latent defect by giving notice to the Lessor, hereinafter

called the Lessee's Notice, of the existence of the defect, fault, or latent defect and specifying the time within which the defect, fault, or latent defect is to be rectified and made good.

- .3 The Lessor shall promptly rectify and make good the defect, fault, or latent defect described in the Lessee's Notice. Upon failure of the Lessor to do so, the Lessee shall be entitled to rectify and make good such defect, fault, or latent defect and deduct and set off the amount expended by the Lessee from the Rent or Additional Rent payable under the Lease, which payment shall be a discharge of the Lessee's obligation to pay such Rent or Additional Rent.

10. PERMITS AND BY-LAWS

- .1 The Lessor shall comply and shall ensure that its contracts with all sub-contractors oblige them to comply with all laws and regulations relating to, or applicable to the Work.

11. GENERAL

- .1 The provisions of this Schedule are collateral to certain provisions of the Lease and to the extent that any provisions of the Lease have a direct bearing on any provisions of this Schedule or the performance of the Work, they are incorporated herein by reference and form part hereof, provided however, that if any provision of the Lease and any provision of this Schedule are in conflict with respect to the execution of the Work, the provision of this Schedule shall prevail or take precedence.
- .2 For Work which is carried out while the Leased Premises are occupied by the Lessee, the following provisions shall apply:
 - (a) The Lessor shall be responsible for any loss or damage to any property of the Lessee arising out of the performance of the Work unless such loss or damage arises from causes beyond the control of the Lessor, its sub-contractors or its suppliers.
 - (b) The Lessor shall remove from the Leased Premises, from time to time and as directed by the Lessee's Representative, all Building rubbish or debris connected to the Work.
 - (c) The Lessor shall not erect or permit the erection of any sign or advertising at the site of the Work.
 - (d) The Lessor shall perform the Work with minimum disturbance to employees of the Lessee and the general public and shall obtain the

approval of the Lessee's Representative for the hours during which the Work shall be performed.

- (e) The Lessor shall repair and make good all parts of the existing Lessee's Improvements damaged by the execution of the Work.
- (f) Unless specified otherwise by the Lessee, all Work shall be equal in kind, quality and finish set forth in the Standards for Leased Accommodation which forms part of the Lease.
- (g) The Lessor shall ensure continuity of Building services and necessary access for employees of the Lessee and the general public.
- (h) The Lessor shall remove and replace forthwith any superintendent or worker not acceptable to the Lessee's Representative due to unacceptable workmanship or improper conduct.
- (i) The Lessor, on request of the Lessee's Representative, shall submit to the Lessee the name, address, driver's license and birth date of all individuals associated with the Building. This information will be submitted to the Royal Canadian Mounted Police (RCMP) and will be used to conduct a criminal records check and police indices check. The RCMP shall have the right to require a security clearance to its sole satisfaction. This clearance may include the submission of a personal history form, fingerprints and field investigation. Security clearance is mandatory prior to commencement of the work. The Lessee's Representative shall have the right to have any individuals removed from the site of the Work for security reasons, notwithstanding the results or status of any security screening.
- (j) The Lessor shall provide, and cause all persons employed in the leased premises to provide personal data for security clearance purposes; on occasion, fingerprint verification may be required. The Lessee's representative shall have the right to have any individual removed from the leased premises for security reasons, notwithstanding the results or status of any security screening.
- (k) The Lessor shall maintain a pool of not less than two (2) employees at all times security cleared to fill in, in the event of illness or vacation by other employees.

Attachments: Appendix-1 - Specimen Sub-agreement for the Lessee's Improvements
Appendix-2 - Specimen Final Certificate of Completion of Lessee's improvements
Appendix-3 - Specimen Interim Certificate of Completion of Lessee's Improvements

**APPENDIX 1
SPECIMEN SUB-AGREEMENT
FOR LESSEE'S IMPROVEMENTS**

THIS SUB-AGREEMENT No. _____ **dated the** _____ **day of** _____, **20**__.

BETWEEN: _____ hereinafter called the “Lessor”,

- AND -

HER MAJESTY THE QUEEN in Right of Canada, represented by the Minister of Public Works and Government Services, hereinafter called the “Lessee”

WHEREAS the Lessor and the Lessee, under date of the _____ day of _____, 20__, have entered into a Lease No. _____, hereinafter called the “Lease” pursuant to which the Lessor has agreed to make Lessee’s Improvements to the Leased Premises demised under the Lease from the Lessor to the Lessee;

AND WHEREAS the Lessor and the Lessee, pursuant to the Schedule of the Lease, entitled “Terms and Conditions Applicable to the Lessee’s Improvements” and hereinafter called the “Schedule”, have agreed to enter in this Sub-agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

- .1 All terms, conditions and provisions of the Schedule are made by reference a part hereof and all such terms, conditions and provisions, unless specifically modified herein, shall apply hereto as though they were expressly written, incorporated and included herein.

2. PERFORMANCE

- .1 On or before the _____ day of _____, 20__, the Lessor shall promptly undertake and commence the Work and on or before the _____ day of _____, 20__, the Lessor shall complete the incorporation into the Leased Premises of all the Work, set forth and described in the Statement of Work attached hereto, in a careful and workmanlike manner and to the satisfaction of the Lessee.

3. PAYMENT

.1 As consideration for the execution of the Work, the Lessee shall pay to the Lessor the amount of _____ (\$_____) broken down as follows:

- (a) the amount of _____ (\$_____), subject to adjustment as provided in the Schedule for the construction portion of the Work; and
- (b) the amount of _____ (\$_____), subject to adjustment as provided in the Schedule for the soft cost portion of the Work; and
- (c) the amount of _____ (\$_____) representing the Management Fee based on the aforesaid amount and calculated in the manner provided in the Schedule.

.2 Invoices

- (a) Unless otherwise directed, invoices to be addressed directly to:

_____, _____
Public Works and Government Services Canada
4900 Yonge Street, 12th Floor
Toronto, ON
M2N 6A6

- (b) Invoices must include:

- 1. Contract “Reference No: 55_____-SUB _”
- 2. Lessor’s Procurement Business Number (PBN) for this specific lease and Leased Premises applicable to this Sub-agreement.

4. REPRESENTATIVES

For the purpose of this Sub-agreement:

- .1 all inquiries, requests, instructions, authorizations and other communications with respect to matters covered in this Sub-agreement shall be made to the Lessor’s Representative or the Lessee’s Representative(s), as the case may be;

- .2 the Lessee's Representative who can authorize any changes to this Sub-agreement is _____, **Regional Manager, Leasing, PWGSC (416-_____)** and the Lessor is not to perform work in addition to or outside the scope of this Sub-agreement based on verbal or written requests or instructions from any representative of the Lessee other than the aforementioned Lessee's Representative or his/her replacement;
- .3 the Lessee's Representative who will inspect and accept the Work performed under this Sub-agreement is _____, **Project Manager, PWGSC (416-512-_____)**, or his/her replacement; and
- .4 the Lessor's Representative is _____, **XYZ (____-____-____)**.

5. GENERAL

- .1 This Sub-agreement may not be assigned without the written consent of the Lessee.
- .2 This Sub-agreement shall enure to the benefit of and be binding upon the parties hereto, their lawful heirs, executors, administrators, successors and assigns.

EXECUTED IN THE PRESENCE)	
	of:)
)	_____
)	
)	(Print name of Signatory and Title)
)	(Duly authorized officer of the Lessor)

[illegible]

STATEMENT OF WORK

This Statement of Work when prepared as part of the Sub-agreement for Lessee's Improvements for the execution of the Work will consist of any or all of the following:

- Description of the Work
- Floor Layouts
- Plans and Specifications (to be identified in this Appendix as separate documents being part of the Statement of Work)
- Unit Price Table (if applicable)
- Electronic format in which the as-built drawings shall be provided by the Lessor.

**APPENDIX 2
SPECIMEN FINAL CERTIFICATE OF COMPLETION
OF LESSEE'S IMPROVEMENTS**

PART A

Leased Premises and Lease Number: _____
Name of Lessor: _____
Sub-agreement No.: _____

Interim Certificate of Acceptance Dated: _____
Date of Final Inspection: _____

Signed on behalf of the Lessor by: _____
Dated: _____

PART B

This Certificate of Completion constitutes the Lessor's confirmation to the Lessee that all Work described in the said Sub-agreement has been satisfactorily completed and that the Leased Premises together with the Lessee's Improvements thereto are ready for use by the Lessee and are in full compliance with the plans and specifications No. _____ and dated _____.

All signatories hereto acknowledge that the acceptance of this Certificate of Completion by the Lessee shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the signatories.

ARCHITECTURAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
ELECTRICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
MECHANICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
FIRE PROTECTION Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s

**APPENDIX 3
SPECIMEN INTERIM CERTIFICATE OF COMPLETION
OF LESSEE'S IMPROVEMENTS**

PART A

Leased Premises and Lease Number: _____
Name of Lessor: _____
Sub-agreement No.: _____

Interim Certificate of Completion No.: _____
Date of Interim Inspection: _____

Signed on behalf of the Lessor by: _____
Dated: _____

PART B

This Interim Certificate of Completion constitutes the Lessor's confirmation to the Lessee that all Work described in the said Sub-agreement, except for the portions of the Work listed under Part C hereto, has been satisfactorily completed per the Plans and Specifications No. _____ dated _____.

All signatories hereto acknowledge that the acceptance of this Interim Certificate of Completion by the Lessee shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the signatories.

ARCHITECTURAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
ELECTRICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
MECHANICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s
FIRE PROTECTION Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____	c/s

Sub Agreement No.

PART C (Cont'd) - Lessor Certification (if applicable)

Lessor's Signature

Ontario Region

SCHEDULE F

STANDARDS FOR LEASED ACCOMMODATION

(SEE PART 4 OF THIS DOCUMENT)

PART 4

STANDARDS FOR LEASED ACCOMMODATION

SCHEDULE F

STANDARDS FOR LEASED ACCOMMODATION

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<u>SECTION NO.</u>	<u>TITLE</u>
B1	GENERAL STANDARDS
B2	ARCHITECTURAL STANDARDS
B3	MECHANICAL STANDARDS
B4	ELECTRICAL STANDARDS

SECTION B1 - GENERAL STANDARDS

1. CODES, REGULATIONS, BY-LAWS AND STANDARDS

- .1 The Building will conform to the planning and land-use by-laws of the municipality in which the site is located.
- .2 The Building and its operating and building systems shall be designed, constructed, operated and maintained in a manner compliant with all applicable laws, acts, regulations and codes whether federal, provincial or municipal including but not limited to the National Building Code of Canada (NBC) 2005 as amended, National Fire Code (NFC) 2005 as amended, National Plumbing Code 2005 as amended, the Canada Labour Code, the Canadian Electrical Code, Canadian Environmental Protection Act, Canadian Environmental Assessment Act, Species At Risk Act, Fisheries Act, Ontario Building Code (OBC) 2006 as amended, all Municipal Codes as amended, the requirements of the Fire Protection Services, Labour Programs, Human Resources and Social Development Canada (HRSDC), CSA Standard Accessible Design for the Built Environment (CAN/CSA –B651-12) or subsequent editions and any other relevant Federal, Provincial or Municipal Codes, Standards and Laws. The most stringent requirements will govern.
- .3 The Lessor shall provide to the Lessee a comprehensive emergency evacuation plan for the Building occupants as required under the applicable codes. The Lessor shall also ensure the evacuation plan is updated and current during the term of the lease and provide such plans to the Lessee.
- .4 The Canada Labour Code and the related Canada Occupational Health and Safety Regulations as supplemented by Treasury Board Standards will govern the fit-up, occupancy and operation provisions incorporated in the Building.
Canada Labour Code: <http://laws.justice.gc.ca/en/showdoc/cs/L-2/bo-ga:l II/en#anchorbo-ga:l II>
- .5 The application for, cost of, and receipt of, all applicable permits (building, occupancy, etc.) to be undertaken by the Lessor.
- .6 This facility will be a “smoke free” environment.
- .7 Potable water shall be provided in the Building for drinking and food preparation that meets the standards set out in the Guidelines for Canadian Drinking Water Quality 1996, published by the authority of the Minister of Health Canada. The Lessee shall have the right to perform testing at all

times and in a manner as determined by the Lessee acting reasonably; without restricting in any way the rights of the lessee in contract or law. Should it be determined that such standards are not being met, the Lessor, at its sole expense shall take all steps necessary to ensure such standards are met immediately and on an ongoing basis.

2. SITE REQUIREMENTS

- .1 All open areas on the lands not used for parking or service shall be landscaped by either “hard” or “soft” treatment, to reasonable standards, by decorative stone, paving or planting trees, shrubs, grass, flowers (annuals/perennials) etc. Reduce potable water consumption for landscape irrigation by adopting sustainable site principles such as recycled rainwater, the use of native plantings and low plant species factor.
- .2 The health of the exterior plantings shall be maintained through the implementation of an integrated pest management program.
- .3 The use of pesticides shall be restricted. Integrated pest management, mulching, alternative mowing and composting to maintain plant health is encouraged. If the Lessee or the Lessor substantiates pesticide use, the least hazardous option shall be given priority. Lawn care programs that regularly apply pesticides whether or not pests are present shall be avoided. Pesticide use shall comply with by-laws of the local municipality and with all applicable provincial and federal legislation and shall be satisfactory to the Lessee.
- .4 Mulch used for landscaping purposes shall be standard organic mulches that would otherwise be waste material, or visually acceptable recycled products.
- .5 All pedestrian and vehicular traffic areas, parking and service areas and maneuvering aisles on the lands shall minimize heat island effect and impact on microclimate.
- .6 Surface water drainage systems shall comply with by-laws of the local Municipality and with all applicable provincial and federal legislation and shall be satisfactory to the Lessee.
- .7 Provide pedestrian walkways from the street and between the parking areas and the Building. They shall be paved and well lit.
- .8 The site shall be serviced by public transit with service at no more than thirty (30) minute intervals on working days. A public transit stop must be

within five hundred (500) meters of the Building and serviced by municipal sidewalks between the transit stops and the building.

- .9 The site shall have access to general and unreserved public parking in close proximity to the Leased Premises' public entrance.
- .10 Provide an accessible route from accessible parking spaces and public transit stop to the accessible entrance and to the Leased Premises to CAN/CSA-B651-04 standard.
- .11 Provide a drop off area to the accessible entrance to CAN/CSA-B651-12 standard.
- .12 Outdoor lighting: Provide outdoor lighting at strategic points, near entrance steps, walkways, loading ways, parking areas, and at those locations where regular evening traffic can be expected.

3. GENERAL DESIGN

- .1 The Building shall be compatible in general design with its surroundings and be located in an area that is compatible with the intended use of the tenant.
- .2 Vehicular and pedestrian access to and from the Building shall conform to the surrounding traffic patterns.
- .3 The Building shall be constructed of exterior materials which are relatively maintenance free and have ground floor entrance assemblies and windows of anodized aluminum or equal with thermal break and glazed with factory-sealed double glazing.
- .4 The Building shall be of sound construction in good repair and condition acceptable at the sole discretion of the Lessee. All finishes, fittings and equipment shall conform to the best commercial practices.
- .5 Entrances, entrance lobbies and vestibule shall be of sufficient size to funnel occupants' path of travel to and from interior corridors, elevators and stairs without crowding and shall comply with NBC as amended and technical standards as defined in the publication entitled CSA Standard Accessible Design for the Built Environment CAN/CSA-B651-12 or subsequent editions.
- .6 One frequently used entrance to the building, and whenever possible, the main entrance, must be accessible and equipped with a power door

operator, for at least one door of each set of doors in a vestibule configuration.

- .7 Provide accessible route from building entrance to Leased Premises to CAN/CSA-B651-12 standard. Include passenger elevators, doors and corridors that form part of the accessible route.
- .8 Provide tactile or other signage for elevators, washrooms, stairwells, emergency egress, and doors into common areas in locations and in a manner acceptable at the sole discretion of the Lessee in accordance with CAN/CSA-B651-12 Standard.
- .9 Provide detectable warnings at the top of all open stairs on accessible routes, except exit stairs in a separate stairwell to CAN/CSA-B651-12 standard.
- .10 The type, quality and standard of finishes, fittings and equipment in all areas of the Building to be used by the Lessee in common with other tenants shall conform to the best commercial practice, PWGSC Sustainable Development Strategy <http://publiservice.tpsgc-pwgsc.gc.ca/ipm-dpi/politique-policy/p100-eng.html> and be compatible with the quality and standard of finishes, fittings and equipment to be provided in the Leased Premises.

4. OPERATION OF EQUIPMENT

- .1 Heating and cooling systems, and other mechanical or electrical systems in the Building in which the Leased Premises are offered, where operators are required, shall be operated at all times by competent and trained personnel.
- .2 The Lessor shall provide regular servicing and maintenance as recommended by various manufacturers of systems.
- .3 All repair orders, work orders, inspections, engineering studies and reports pertaining to the above systems and elevators shall be kept by the Lessor, and whenever any of these may be expected to impact on the Lessee's enjoyment of the Leased Premises, the Lessor shall make such matter(s) known to the Lessee and copies shall be made available to the Lessee when requested.
- .4 Unless otherwise noted, all systems shall be operated between 06:30 Hours and 18:00 Hours, Monday to Friday excluding statutory holidays as recognized by the Government of Canada in the Province of Ontario to meet the standards as stated. Systems must be capable of operating outside

the required hours to meet the requirements of the occupant on an as needed basis.

5. FIRE PROTECTION

- .1 The Building shall have fire protection systems installed following specific requirements of the Fire Protection Services Branch, Labour Programs, HRSDC and in accordance with the NFC as amended, NBC as amended, OBC as amended and the following:
 - (a) FCC 301, Standard for Construction Operations, June 1982 – Standards, <http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/301.shtml>
 - (b) FCC 302, Standard for Welding and Cutting, June 1982, <http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/302.shtml>
 - (c) FCC 311M, Standard for Record Storage, May 1979 - Standards, <http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/311.shtml>
 - (d) FCC 401, Fire Extinguishers
 - (e) FCC 403 Standard for Sprinkler Systems, November 1994 – Standards, <http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/403.shtml>
 - (f) Treasury Board Fire Protection Standards
 - (i) Chapter 3-1 Standards for Safety Planning and Fire Emergency Organization, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_119/chap3_1_e.asp
 - (ii) Chapter 3-2 Fire Protection Standard for Design and Construction, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_119/chap3_2_e.asp
 - (iii) Chapter 3-3 Fire Protection Standard for Electronic Data Processing Equipment. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_119/3-3E1.asp
 - (iv) Chapter 3-4 Standards for Fire Alarm Systems http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_119/chap3_4_e.asp
 - (g) Operations Program Directive No.: 922-1-IPG-044 – Door Release Hardware - Electromagnetic Locks, <http://www.hrsdc.gc.ca/en/lp/lo/opd-ipg/ipg/044.shtml>
 - (h) Mobile Shelving – Fire Protection Design Requirements, <http://www.hrsdc.gc.ca/asp/gateway.asp?hr=en/lp/lo/fp/design-requirements/mobile.shtml&hs=fzp>
 - (i) Manual of Policy Interpretations, Technical Interpretations, Evaluation of Equivalents, Material Evaluations and Guidelines, <http://www.hrsdc.gc.ca/asp/gateway.asp?hr=en/lp/lo/fp/information/manual/index-fp.shtml&hs=fzp>
- .2 In buildings containing six (6) or more floors, the entire building must have a sprinkler system.

6. ELEVATORS

- .1 The Lessor shall provide two (2) elevators in building to access the Leased Premises where the accommodation offered is located on any floor level other than the ground floor. If storage space and/or parking spaces are located in the basement or any other level of the building other than ground floor, access to these levels by elevator shall be provided.
- .2 Elevators shall be installed, operated and maintained as per the latest amended versions of regulations, director's orders and bulletins stipulated by Technical Standards and Safety Authority TSSA.
- .3 Controls of elevator cars for normal use shall be fully automatic. Elevators shall be accessible twenty-four (24) hours a day, seven (7) days a week except for scheduled maintenance.
- .4 Elevators shall be designed in accordance with the latest amended edition of CAN/CSA-B44 Safety Code for Elevators. Requirements for Persons with Physical Disabilities in Appendix E of CAN/CSA-B44 shall also be met.
- .5 Elevators shall be provided such that 15% of the Building population may be transported up into the building within a five-minute period, with an interval between cars of thirty-five (35) seconds or less. Building population is derived according to the Section on Occupant Load in the NBC and the Building's usable areas of the floors above the ground.
- .6 If a freight elevator is not provided, one of the elevators servicing the building shall be a combined freight/passenger elevator, having a high ceiling to accommodate the loading of large items of furniture and an 'independent service' key switch.
- .7 The Lessor shall provide a document from TSSA certifying the elevator is licensed and meets Appendix E of CAN/CSA-B44 Safety Code of Elevators. A letter from the licensed elevator contractor maintaining the elevator shall also be provided to verify that the elevator is properly maintained to meet Ontario Regulation 209/01 Elevating Devices.

7. HARDWARE

- .1 The Lessor shall equip doors leading to the Building and demised Leased Premises with security type mortise lock sets with 25 mm minimum dead bolt throw and hardened steel insert conforming to ANSI/BMHA-A156.22003 Operational Grade 1, Security Grade 1. Each door shall have

one and a half (1 1/2) pair hinges with non-removal pins. Door hardware shall be handicap accessible. Door release hardware should be easily operable with one operation and should conform to the NBC as amended.

- .2 The Lessor shall equip exit doors requiring locks with an approved type of exit hardware meeting the requirements of the NBC as amended and the Fire Protection Services Branch, Labour Programs, HRSDC.
- .3 Locks on doors leading to the Leased Premises shall be master-keyed to doors leading to the Building. Provide two (2) keys for each lock on doors leading to the Leased Premises.
- .4 Keys for locks on doors in parts of the Building other than those Leased to the Lessee shall not fit locks on doors leading to the Leased Premises.
- .5 Where applicable, other devices or systems with similar characteristics may replace key systems; acceptance is at the sole discretion of the Lessee.

8. WASHROOMS

- .1 The Lessor shall provide separate washroom facilities for men and women on each floor of the Leased Premises in accordance with the NBC, as amended. Include at least one accessible male washroom and one accessible female washroom or one accessible individual unisex washroom on each floor where space is being offered. Washrooms shall be for the exclusive use of the Lessee and/or other tenants.
- .2 The Lessor shall provide washrooms for the public as such may be required under the Ontario Building Code and/or local regulations.
- .3 Washrooms shall conform to the barrier-free design requirement of the NBC, as amended in CSA Standard Accessible Design for the Built Environment CAN/CSA-B651-12.
- .4 Washroom entrances shall have visibility screens and enclosed water closets with privacy type toilet partitions.
- .5 The Lessor shall install in each washroom a full range of accessories to CAN/CSA-B651-12 standard.
- .6 Washroom finishes must be durable, moisture and water resistant and selected for ease of maintenance. Materials for walls and floors are to be ceramic tile, quarry tile, porcelain tile, marble or other hard surfaced finish installed to the latest amended version of TTMAC, TCA and ANSI

standards. Floors shall be non-slip hard surface covering with slip resistance to ASTM C1028 greater than 0.50. Washroom demising walls shall be STC 45.

- .7 For new construction Leases or Leases requiring major renovations, wall tile shall be set with low emission latex based adhesive. If floor tiles are installed on the vertical surfaces, tiles shall be set in latex based thin set mortar.
- .8 For new construction Leases or Leases requiring major renovations, floor tile shall be non-glazed matching tile, conforming to CAN2-75.1, type 2 and type 4 MRI or MR2 in Washrooms. Floor tile shall be set in latex based thin set mortar. Epoxy grout type shall be used.

9. STRUCTURE

- .1 The structural design of the Building shall be in accordance with the National Building Code of Canada, Division B, Part 4, as amended.

10. VESTIBULES

- .1 The Lessor shall provide an enclosed heated vestibule for every entrance into the Leased Premises directly from the exterior.
- .2 The Lessor shall provide recessed floor grills in vestibules as well as . walks off mats if so required.

11. STAIRS

- .1 Stair treads shall be welded steel or painted concrete with non-slip nosing having the horizontal face in a colour contrasting with the tread and welded pipe handrails and balustrades or equivalent quality.

12. PARKING

- .1 The Lessor shall provide parking spaces in accordance with all applicable codes and bylaws and as per “Statement of Requirements” on a **reserved** continuous basis, twenty-four (24) hours a day, seven (7) days a week throughout the term of the Lease for the exclusive use of the Lessee. Parking spaces shall be numbered and also identified with appropriate signage reserving the parking space for the Crown.

- .2 The Lessor shall locate parking spaces relative to the Leased Premises being offered alternatively as follows:
 - (a) In the same building; or
 - (b) in a parking garage or on a paved area adjacent to the building.

13. HAZARDOUS MATERIALS AND DESIGNATED SUBSTANCES

- .1 The Building must be free and kept free of hazardous friable asbestos material and comply with the latest Ontario Regulations 278/05.
- .2
 - (a) All hazardous materials and designated substances in the Building must be properly identified, disclosed to the Lessee and contained in accordance with Provincial and Federal Legislation including NFC as amended.
 - (b) All equipment containing polychlorinated biphenyl (PCB's), CFC HCFC, vinyl chlorides, mercury, mold, lead and other hazardous and designated substances shall be identified, labeled and managed in accordance with Federal and Provincial regulations.
 - (c) The Lessor shall confirm whether PCB's, CFC, HCFC, vinyl chlorides, mercury, mold, lead and other hazardous and designated substances are in use in Building, stored in Building, and if stored, whether the Provincial authority has been advised.
 - (d) The Building shall be free of formaldehyde levels greater than the ceiling threshold limit value of 0.1 parts per million (ppm) or 100 parts per billion (ppb).
 - (e) All chemicals used within the building for cleaning, maintenance, and operating shall comply with WHMIS Regulations, and upon request by the Lessee, the Lessor shall provide an MSDS Sheet for any chemical used. Where commercially available, green cleaning and/or environmentally preferable purchasing programs shall be promoted to reduce the health, safety, and environmental risks associated with cleaning.

14. BICYCLE SPACE

- .1 Bicycle parking spaces shall be provided at the request of the Lessee in a mutually acceptable location.

15. ASHTRAYS AND GARBAGE CONTAINERS

- .1 Ashtrays and designated smoking spaces shall be provided and be located 12 metres away from entries, fresh air intakes and operable windows to the building. Bilingual signage shall indicate areas where smoking is prohibited.
- .2 Garbage containers (commercial type) shall be provided outside in close proximity to all entrances to the Building as well as at exterior gathering places on the site.

16. VIBRATIONS

- .1 Floor vibrations within the Leased Premises shall not exceed the values specified in the National Building Code of Canada and associated Structural Commentaries.

17. ELECTROMAGNETIC INTERFERENCE

- .1 Electromagnetic fields within the basic office space shall not exceed 5 milligauss (500 nanoteslas).

18. DESIGN AND DRAWING STANDARDS

- .1 The Lessor shall design, produce and provide to the Lessee a complete set of drawings, specifications and other relevant data, indicating all components as specified in the Standards for Leased Accommodation as required by the Lessee and acceptable to the Lessee.

19. COMMISSIONING

- .1 The Lessor shall accommodate the Lessee's commissioning of the Leased Premises in accordance with the Lessee's commissioning policy.

SECTION B2 - ARCHITECTURAL STANDARDS

1. GENERAL

- .1 All office space proposed shall be at or above ground level unless otherwise specified by the Lessee.
- .2 The Leased Premises shall provide exterior glazing typical of a modern office environment. The amount of exterior glazing required shall be at the sole discretion of the Lessee and meet the Lessee's principles of sustainability as per PWGSC Sustainable Development Strategy.
- .3 Crossover floors in the building must comply with the requirements of the NBC as amended.

.2 CODES AND STANDARDS

1. National Building Code of Canada (NBC)
2. PWGSC Sustainable Development Strategy <http://www.pwgsc.gc.ca/sd-env/sds2007/strategy/sdd-sds2007-ch3-e.html>
3. Treasury Board Fit-Up Standards, http://www.tpsgc-pwgsc.gc.ca/realproperty/text/pubs_fitup/finishes/a7-1-e.html,
4. CSA Z204-94 R1999 Guideline for Managing Indoor Air Quality in Office Buildings
5. Flame-spread rating: CAN/ULC-S102-03
6. GREENGUARD, <http://www.greenguard.org/Default.aspx?tabid=14>
7. ASTM F1066-04
8. ASTM F2034-03
9. Environmental Choice Program (ECP), CCD guidelines, <http://www.environmentalchoice.com/>
10. Ecologo, <http://www.environmentalchoice.com/English/ECP%20Home/>
11. South Coast Rule #1168 by the South Coast Air Quality Management District (January 7, 2005, latest amended version). <http://www.arb.ca.gov/DRDB/SC/CURHTML/R1168.PDF>

12. Regulation 3, Rule 51 of the Bay Area Air Quality Management District (July 17, 2002, latest amended version).
<http://www.baaqmd.gov/dst/regulations/rg0851.pdf>
13. Carpet and Rug Institute Green Label Testing Program,
http://www.carpet-rug.org/drill_down_2.cfm?page=8&sub=4,
http://www.carpet-rug.org/drill_down_2.cfm?page=8&sub=6&requesttimeout=350,
http://www.carpet-rug.org/drill_down_2.cfm?page=8&sub=7&requesttimeout=350,
http://www.carpet-rug.org/drill_down_2.cfm?page=8&sub=8&requesttimeout=350
14. Green Seal Standard GS-11,
<http://www.greenseal.org/certification/standards/paints.cfm>

3. FINISHES

.1 General:

- (a) Finishes within Leased Premises shall be as described under ceilings, floors, walls and window coverings below (hereinafter called “base finishes”). The Lessee must approve alternate finishes.
- (b) All base finishes shall present a uniform, coherent and cohesive appearance, providing ease of maintenance, and shall be installed solidly in place. The type, quality and standard of finishes, fittings and equipment within the Leased Premises shall conform to the best commercial practice for the type of accommodation and intended use thereof. All base finishes shall be in new or like new condition. Acceptance of base finishes will be at the sole discretion of the Lessee.
- (c) Materials used and the application thereof shall be conducive to maintain an acceptable indoor air quality, and in accordance with CSA Z204-94 Guideline for Managing Indoor Air Quality in Office Buildings.
- (d) Particleboard, plywood, fiberboard, OSB, and any other engineered wood products shall meet or exceed ACGIH standards for VOC emissions and be urea formaldehyde free.

- (e) All colour schemes require PWGSC approval. Provide PWGSC with actual samples (colour chips, material samples, etc.) of interior finishes that are to be installed. One copy of the approved scheme will be retained by PWGSC for verification of the final results on site.

.2 Ceilings:

- (a) Ceilings in office area shall be suspended tee bar, of mineral or glass fibre acoustic lay-in tile or equivalent, of white colour, with maximum flame-spread rating of 25, maximum smoke developed classification of 50, and with minimum noise reduction co-efficient of 0.65 and have a minimum STC 35 rating. The flame-spread rating shall be determined on the basis of tests conducted in conformance with CAN/ULC-S102- or CAN/ULC-S102.2- depending on the type of material and the NBC as amended. Ceiling height shall be sufficient to ensure a minimum clearance of 2600 mm to a maximum of 3050 mm from the underside of light fixtures and/or any other protrusions to the finished floor.

.3 Floors:

(a) Design Loads:

- (i) Design loads for floors shall be in accordance with the NBC, Division B, Part 4 as amended.
- (ii) Minimum floor loading shall be as specified for "Office areas" in Table 4.1.5.3 of the NBC, Division B, Part 4 as amended.

(b) Floor Finishes - Carpet

- (i) Floors in office areas shall have a carpet or carpet tile finish to meet or exceed the following characteristics and requirements.

Carpet Tile:

- (1) Type: tufted, textured loop.
- (2) Face yarn fibre type: 100% recyclable, BCF branded nylon, permanent antistatic and soil hiding properties, part of a construction and performance certification program from the fibre manufacturer.
- (3) Colour fastness AATCC - 16E: minimum L-5 for post-extrusion dyed nylon or L-7 for solution dyed nylon.
- (4) Face pile weight: 678 g/m².
- (5) Gauge: 1/12 = 47.3/10 cm.

- (6) Density: 10.5 Kilotex/cm² minimum.
 - (7) Tuft Bind: 5.9 kg minimum.
 - (8) Backing: minimum 55% recycled content.
 - (9) Installation: glue-down with certified low VOC adhesive in accordance with CGSB 4-GP-156.
 - (10) Permanent static control: by permanent means and without chemical treatment, static generation below 3.0 kilovolts under conditions of 21 degrees C and 20% relative humidity
 - (11) Soil resistance: protective anti-soil treatment heat applied by carpet mill.
 - (12) Flame spread index in accordance with CAN/ULC-S102.2-03.
 - (13) Smoke developed index in accordance with CAN/ULC-S102.2-03.
 - (14) Carpets shall conform to CAN/CGSB-4.129-93 except as noted above.
 - (15) Carpeting shall have Environmentally Preferable Product EPP certification, certified by SCS, ISO 14001 certified, ISO 9001 certified, reclamation program.
- (ii) The carpet must comply with “Hazardous Products Act”, and the NBC, as amended for flame-spread rating and smoke developed classification.
 - (iii) New carpets, under pad and adhesives shall meet or exceed the Green Label standards of the Carpet and Rug Institute for acceptable indoor air quality levels of established VOC limits.
 - (iv) Final carpet selection is subject to review by Public Works and Government Services Canada
- (c) Floor Finishes - Vinyl Composition Tile
- Floors where carpeting is not functional and traffic is high may have vinyl composition tile which shall meet the following requirements:
- (i) 300 x 300 x 3.18 mm or 305 x 305 x 3.18mm tile.
 - (ii) Commercial grade, coloured pattern.
 - (iii) Colours subject to PWGSC approval.
 - (iv) Provide 100 mm high rubber base at walls and columns in areas to receive vinyl tile.
 - (v) Vinyl Composite tile shall be to ASTM F1066-04.

- (vi) Electrostatic Charge: <2kV. ASTM F150-98.
 - (vii) Vinyl tile shall have GREENGUARD Certification for Indoor Air Quality.
- (d) LAN rooms shall require Antistatic Vinyl flooring.

Floor Finishes – Linoleum Sheet Flooring:

Floors where carpeting is not functional (lunch room and washroom).

- (i) Width: 2 metres, welded seams.
- (ii) Resin welding rod: type recommended by floor manufacturer.
- (iii) Thickness: 2.5mm.
- (iv) Meets or exceeds ASTM F2034-03 for Linoleum Sheet flooring.
- (v) Flame Spread: 121 to CAN/ULC-S102-03.
- (vi) Smoke Developed: 40 to CAN/ULC-S102-03.
- (vii) Wear resistance: loss of thickness less than 0.005mm after 100 cycles with Taber Abraser using H22 wheels and a load of 1 kg. ASTM D4060-01.
- (viii) Fading: when tested to DIN 53389 minimum lightfastness of 6 on the Blue Scale.
- (ix) Rolling load: no damage loading 3 wheels with 30 kg per wheel at 25,000 cycles.
- (x) Impact sound reduction: when tested to ISO 717/2, improvement between 6-12 dB, depending on thickness.
- (xi) Slip Resistance: SCOF \geq 0.50. ANSI A1264-2-2001.
- (xii) Electrostatic Charge: <2kV. ASTM F150-98.
- (xiii) Colours subject to PWGSC approval.
- (xiv) Has Environmental Choice Program certification
- (xv) Adhesive: synthetic resin/rubber adhesive, Ecologo certified, 1.2 kg/L specific weight, 325-375 g/m² spreading weight, 3% maximum solvent content, water-based. Meets or be less than VOC limits in South Coast Rule #1168.
- (xvi) Self-leveling compound: modified cement based material forming a roller-catsor chair and moisture-resistant layer. ASTM F710-05.
- (xvii) Baseboard (in areas prone to flooding): 100mm high continuous coved to CAN/CSA-A126.5-87.
- (xviii) Cove stick: type recommended by manufacturer.
- (xix) Cap: PVC, colour selected by Engineer for terminating linoleum base.

- (e) Baseboards:
 - (i) Baseboards shall be carpet (100 mm high with stitched edge), tile, wood or rubber coved or acceptable equivalent as mutually agreed upon with the Lessee. It shall be installed on walls and on columns where applicable.
 - (ii) Installation: Where adhesive is used, it shall meet or be less than VOC limits in South Coast Rule #1168.

.4 Walls:

- (a) All walls and columns shall have a paint or vinyl fabric finish on plaster or gypsum board. Paint finish shall be given priority as the more “sustainable” choice.
- (b) New gypsum boards shall contain a reasonable percentage of recycled material. Reference Environmental Choice Program (ECP), guideline CCD-020 Gypsum Wallboard to determine reasonable percentage of recycled material. All new joint compounds shall be low in VOC and shall not contain any antifreeze, biocide, or pesticide agents.
- (c) The flame-spread rating shall be determined on the basis of tests conducted in conformance with CAN/ULC-S102 or CAN/ULC-S102.2, depending on the type of material.
- (d) Demising walls of the Leased Premises are to be constructed from the floor to the underside of the structure above with the necessary fire rating as required by the NBC as amended. Demising walls shall have a sound transmission class rating (STC) of at least 52.
- (e) Paint Surfaces: the quality of work shall conform to the Master Painters Institute including MPI Environmentally Friendly E3 rating based on VOC (EPA Method 24) content levels, or Canadian Painting Contractors Association standards, zero VOC products or Ecologo Products to CCD-047A, CCD-047B, CCD-047C, CCD-048 for premium quality work. For new and existing surfaces the following will apply:
 - One coat primer sealer
 - Two coats eggshell paint
- (f) Vinyl Wall Finish: vinyl fabric shall be to CGSB 41-GP-30M, 0.5 to 0.6 mm x 1350 mm, and weight 450g/sqm Type 3 flame spread rating ULC listed and labeled as required by NBC Division B, 3.1.12, 3.1.13 at exit stairs, corridors and entrances (refer to ULC

40 U 8.23) with 0-25 (Class 1) flame spread rating, zero VOC or Ecologo products to CCD-046.

- (g) Vinyl wall coverings and the associated adhesives shall not contain formaldehyde or heavy metals to reduce negative impacts on indoor air quality.
- (h) All waterborne products, including primer, adhesive, sealant primer and floor polish must be less than the VOC content limits of the South Coast Air Quality Management District Rule #1168, Green Seal Standard GS-11, whichever is the most stringent, and will provide the following environmental requirements:
 - (i) Shall not contain formaldehyde, halogenated or aromatic solvents, heavy metals such as mercury, lead cadmium and chromium.
 - (ii) Waterborne paint products shall not contain VOCs in excess of 200 grams per litre.
 - (iii) Waterborne varnish products shall not contain VOCs in excess of 300 grams per litre.
 - (iv) Shall be disposed of in accordance with federal, provincial, or municipal legislative and regulatory provisions.
- (i) Solvent-borne products shall meet the following environmental requirements:
 - (i) The use of solvent-borne products shall be strictly restricted or eliminated for interior applications.
 - (ii) Solvent-borne products shall not contain VOCs in excess of Ecologo products to CCD-046, CCD-047A, CCD-047B, CCD-047C, and CCD-048.
 - (iii) Solvent-borne products shall not be formulated with more than 1% aromatic hydrocarbons by weight.

4. WINDOW COVERING

- .1 All windows shall have vertical blinds made of tempered aluminum, or equivalent material acceptable to the Lessee. Windows provided in the Leased Premises on the ground floor or commercial level shall also have reflective glazing.
- .2 Colour of window covering(s) must be approved by the Lessee.
- .3 Vertical louver blinds shall meet the requirements for a high degree of flame resistance as described in CAN/ULC-S109-03 CAN/CGSB-4.2

No.27.1-94, Textile Test Methods- Flame Resistance-Vertical Burning Test and NFC as amended, and should conform to CAN/ULC-S109.

5. DOORS

- .1 Doors and corridor walls to and from the Leased Premises shall meet the requirements of all applicable laws, by-laws and the NBC, including the walls of the crossover corridors and doors giving access to crossover corridors where required by the NBC.

SECTION B3 - MECHANICAL STANDARDS

1. GENERAL

1. Mechanical systems shall be compatible and coordinated with the architectural, structural, electrical and other project systems.
2. Systems and equipment shall be fail-safe consistent with required reliability of service.
3. The Lessor shall provide heating, ventilation and air conditioning systems that:
 - (a) Have the flexibility and capacity required to meet the requirement of the Lessee's intended use of space after the space improvements have been completed and the Leased Premises have been occupied.
 - (b) Have individual temperature controls and start/stop schedules for each room or zones having unique load variations.
 - (c) Have the capability of introducing 100% outside air to permit flushing out of the building, dilution of contaminants, and using "free cooling" for energy conservation.
 - (d) The comfort standards shall be maintained during the occupancy period of the Lessee, which for the purpose of these standards shall be between 6:30 and 18:00 hours Monday to Friday excluding statutory holidays. Systems must be capable of operating outside the required hours to meet the requirements of the occupant on an as needed basis.
- .4 The Lessor shall provide plumbing systems in compliance with Ontario Plumbing Code and National Plumbing Code.
- .5 The Lessor shall provide fire protection systems to meet the requirements of Fire Protection Services, Labour Program, HRSDC.
- .6 Boiler rooms shall be separate from, but may be adjacent to, mechanical equipment rooms containing air-handling equipment.
- .7 For new construction Leases or Leases where major renovations take place, all new or modified HVAC systems and equipment shall meet or exceed the performance criteria as outlined in the latest version of ASHRAE 90.1 "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings".

- .8 For new construction Leases or Leases where major renovations take place, systems shall be equipped with energy and water metres to allow for monitoring of energy and water consumption.

2. CODES AND STANDARDS

- .1 The most stringent requirements of the following latest amended editions of codes and standards shall apply:
- (a) National Building Code of Canada (NBC)
 - (b) National Fire Code of Canada. (NFC)
 - (c) National Plumbing Code of Canada
 - (d) Ontario Plumbing Code of Canada
 - (e) Canada Labour Code Part II (Occupational Safety and Health)
 - (f) Fire Protection Services, Labour Program, HRSDC Requirements.
 - (g) Federal Boiler Emission Regulations
 - (h) Federal Environment Code of Practices
 - (i) Canadian Standards Association Specifications, Standards and Guidelines
 - (j) ASHRAE Standards, Guidelines and Handbooks
 - (k) ASHRAE 90.1-2001 “Energy Efficient Design of New Buildings Except Low Rise Residential Buildings”.
 - (l) ASHRAE Standard 62.1-2004 “Ventilation for Acceptable Indoor Air Quality”
 - (m) CSA Z204-94 (R1999), “Guideline for Managing Indoor Air Quality in Office Buildings”
 - (n) ASHRAE Standard 55 – 1992, Addenda 1995.
 - (o) CSA Standard Accessible Design for the Built Environment (CAN/CSA-B651-04)
 - (p) Provincial Codes and Utility Authority Codes

3. ENERGY CONSERVATION

- .1 The Lessor shall design mechanical systems to exceed by at least 30% the Model National Energy Code of Canada for Buildings 1997.

4. SPACE COMFORT

- .1 General:
- (a) The following comfort standards shall apply to the air condition in general office-type occupancy where sedentary adult activity may

be expected. Requirements for other types of occupancy or for environments related to standards other than for human comfort are to be as per latest published data in ASHRAE Standards and Handbooks.

- (b) Outdoor air ventilation rates shall be based on the latest amended edition of ASHRAE Standard 62 “Ventilation for Acceptable Indoor Air Quality” unless special requirements or regulations dictate otherwise.
- (c) Unless noted otherwise, office air conditions shall conform to or exceed the latest amended editions of CSA Z204-94, “Guideline for Managing Indoor Air Quality in Office Buildings” and ASHRAE Standard 55.

.2 Space Temperatures:

- (a) During occupied periods and in the occupied zone, a minimum temperature of 21°C when heating, and a maximum of 24°C when cooling shall be maintained. The rate of change of dry bulb temperature is not to exceed 2°C per hour within the specified limit. The vertical temperature difference measured from 100 mm and 1700 mm above finished floor shall not exceed 3°C.
- (b) The occupied zone is defined as the space volume between the floor and 1800 mm from the floor and more than 600 mm from the outside wall or perimeter heating/cooling equipment.

.3 Radiant Temperature:

- (a) The average conductive heat loss at winter design temperature combining both glass and wall heat losses from zone exterior surfaces should not exceed 25 watts/m².
- (b) The Lessor shall provide wall fin radiation baseboard heaters below all exterior windows in the Leased Premises.

.4 Floor Surface Temperature:

- (a) The floor surface temperature shall be between 18°C and 29°C.

.5 Relative Humidity:

- (a) The Lessor shall maintain relative humidity between 30% (winter design) and 60% (summer design) at any point in an occupied zone.

- (b) The rate of change of relative humidity at any point in the occupied zone is not to exceed 20% RH per hour within the above specified limits.

.6 Filtration:

- (a) All supply air (re-circulation air plus outside air) shall pass through filters having ASHRAE rated arrestance performance of 75% to 90% or better and have an antimicrobial treatment.

.7 Ventilation:

- (a) Ventilation is defined as the supply of clean, odour and contaminant free air to a space in sufficient quantities to dilute and remove space generated air contaminants and odours and to maintain the occupant oxygen requirements.
- (b) Generally, outside air is considered to be contaminant free air suitable for ventilation purposes. Outside air intakes shall not be located in the vicinity of loading docks or any high pollutant area. Exhaust air outlets shall be properly located to prevent entrapment in outside air intakes.
- (c) Except for outdoor make-up air to replace exhaust air, ventilation requirements are related to people. A ventilation rate of 10.0 L/s of outside air per person is adequate for occupant comfort, provided sufficient total air is circulated in the space to dilute contaminants. The ventilation rate calculated on a per occupant basis is not to be less than 1.0 L/s/m² of gross zone floor area.
- (d) Measurement of CO₂ concentration: The Lessor shall provide CO₂ sensors in the space or in the return air stream for monitoring CO₂ concentration. CO₂ sensors shall not be used by the airflow controls to reduce the outside airflow to below the minimum requirement of 10L/s per person.

.8 Air Circulation:

- (a) Total primary air supply for general occupancy areas shall be designed at not less than 4.0 L/s/m² of floor area or 6 changes per hour.
- (b) Total primary air supply to high density areas, i.e. conference rooms, board rooms, training rooms, high density work station

areas, etc., shall be designed at not less than 7.7 L/s/m² of floor area or 10 air changes per hour.

- (c) The Lessor shall maintain air motion at velocities between 0.05 m/s and 0.15 m/s during winter heating operation and between 0.05 m/s and 0.23 m/s during summer cooling operation in an occupied zone.
- (d) As a minimum, office areas with regular density occupancy (the net occupiable space of each workstation is greater than 10 m²) shall be zoned as follows for individual zone temperature controls:
 - (i) Each private office.
 - (ii) Maximum of 50m² perimeter area with the same load profile along the same exposure. Perimeter area is defined as an area within 5m of the outside wall.
 - (iii) Maximum of 100m² interior area with the same load profile.
- (e) Provide special ventilation systems for the following areas to meet the latest amended editions of CSA Z204-94 and requirements:
 - (i) Workstation areas with high-density occupancy (high density occupancy is defined as a workstation with its footprint less than 10m²).
 - (ii) Workstation areas with high privacy screens (high privacy screens are defined as screens exceeding 1.5 metres in height).
 - (iii) Special ventilation system shall have air diffusers to maintain air motion at velocities between 0.05 m/s and 0.15 m/s at desk level of each workstation.

.9 Exhaust Ventilation

- (a) Mechanical exhaust systems shall be provided to meet the following minimum requirements:
 - (i) Washroom or Janitor Closet: 10 L/s per m² of floor area, at least 25 L/s per sanitary fixture.
 - (ii) Exhaust ventilation shall conform to the current Canada Labour Code Part II.

- (b) Make up air for the above exhaust systems may be obtained from the adjacent corridors and offices.
- (c) The Lessor shall provide a dedicated exhaust system for photocopier areas to maintain a VOC concentration not exceeding 3 mg/m³.
- (d) The Lessor shall provide a separate exhaust facility with individual speed control and ON/OFF switch for the lunchroom.
- (e) The Lessor shall maintain negative air pressures within the garage area in relation to surrounding building areas.

.10 Noise Levels

- (a) Mechanical system noise shall conform to the following Noise Criteria (NC) levels:

Conference, meeting rooms	25-30 NC
Teleconference rooms	25 NC (max)
Private offices	25-35 NC
Open plan offices	30-40 NC
Public area, corridors	40-45 NC
- (b) Noise shall be free from annoying, recognizable characteristics such as rumble, hiss, tones, and variability of noise patterns.
- (c) Acoustic duct lining shall be coated with acrylic coating treated with anti-microbial agent to resist microbial growth.

.11 Public corridors shall not be used as a return air plenum.

5. LAN ROOMS

- .1 The Lessor shall provide a dedicated cooling system for each Local Area Computer network room on each floor of the Leased Premises of sufficient size and capacity to meet the Lessee's needs and maintain temperatures not to exceed 21°C at all times (twenty-four (24) hours a day, seven (7) days per week) throughout the term of the Lease and any extension thereof.

6. FIRE PROTECTION REQUIREMENTS

- .1 The Lessor shall provide fire protection systems complying with the requirements and standards of the Fire Protection Services - Labour Program, HRSDC.
- .2 A fire hose and standpipe system:
 - (a) Are required for any building over three storeys in height or which exceeds the area limitations in the OBC and the NBC as amended.
 - (b) Shall be provided to supply water in quantities and at pressures in accordance with requirements of the National Building Code.
 - (c) Hose stations shall be placed in corridors, main exits or in paths of exit travel located so that any part of the floor area is within reach of a 30m length of fire hose.
 - (d) Portable fire extinguishers shall be provided:
 - (i) For areas containing ordinary combustibles including wood, paper, etc. (which applies to most office areas). ABC type extinguishers should be provided.
 - (ii) In some cases, multi-purpose dry chemical (also called ABC) or CO2 extinguishers may be required for specific hazards (e.g., 4.5 kg dry chemical for furnace and boiler rooms, 2.25 kg CO2 or dry chemical for lunchrooms). See NFC as amended for details.
 - (e) Fire protection systems are subject to the final inspection and test of the Fire Protection Services- Labour Program, HRSDC.

7. PLUMBING REQUIREMENTS

- .1 The minimum plumbing requirements of the Ontario Plumbing Code and the National Plumbing Code shall be applicable to the Leased Premises as well as common areas of the building which provide access to the Leased Premises.
- .2 Complete systems of sanitary and storm drainage shall be provided.
- .3 A complete system of domestic hot and cold water shall be provided to accommodate the Leased Premises including washrooms, janitor rooms and any future plumbing fixtures.

- .4 Hot water shall be at a constant temperature of 38°C.
- .5 Refrigerated drinking fountains are required on each floor of the Building where the Premises are located and shall provide drinking water at a temperature less than 13°C. Drinking fountains shall be bi-level and barrier free accessible to CAN/CSA-B651-04 standard and shall not be situated in washrooms.
- .6 When a tank-type water closet is to be used for a small washroom, a pressure-assist tank type instead of gravity type water closet shall be used.
- .7 For new construction Leases or Leases where major renovations take place, the plumbing system shall utilize resource efficient fixtures and equipment as follows:
 - (a) Lavatory faucets shall have a maximum flow rate of 0.126 l/s or 2 gpm.
 - (b) Showerheads shall have a maximum flow rate of 0.151 l/s or 2.4 gpm.
 - (c) Toilets shall have a maximum flush volume of 6 litres or 1.6 gallons.
 - (d) Where applicable, retrofit existing common flow fixtures such as faucets and showerheads with aerator heads as a water saving measure.
 - (e) Other plumbing fixtures or equipment not previously referenced require confirmation of proven effectiveness for operational use prior to acceptance and approval by the Lessee.

8. MECHANICAL DRAWINGS AND SPECIFICATIONS

- .1 The Lessor shall design and produce drawings and specifications to show mechanical systems and devices to suit architectural fit-up drawings for tenant improvements and Section B3 “Mechanical Standards” for review by Public Works and Government Services Canada and Fire Protection Services- Labour Program, HRSDC.

9. HVAC BALANCING REPORT

- .1 The HVAC systems shall be balanced prior to the commencement date of this Lease. The Lessor shall provide additional adjustment as required within four (4) weeks next following full occupancy of the entire Leased Premises by the Lessee. The Lessor shall provide a balancing report of the heating, ventilating and air conditioning system, and certification that the requirements of Section B3 “Mechanical Standards” have been achieved within four (4) weeks next following full occupancy of the entire Leased Premises by the Lessee.
- .2 Persons performing air balancing shall be current members in good standing with AABC, NEBB or NBCTA. The balancing report shall be formatted according to the standards of AABC, NEBB or NBCTA.

SECTION B4 - ELECTRICAL STANDARDS

1. GENERAL

- .1 All equipment, material, fixtures, wiring and devices shall conform to the Canadian Electrical Code, and the Ontario Electrical Safety Code for the purposes for which they are to be used, and shall bear the approval of the Canadian Standard Association (CSA), or have special approval of the Electrical Safety Authority.
- .2 All fire protection equipment shall bear the label of the Underwriters' Laboratories of Canada (ULC), and shall conform to the NBC, as amended.
- .3 Wiring throughout the Leased Premises shall meet the standard set out in the Canadian Electrical Code, Ontario Electrical Safety Code, and shall be approved by an Electrical Safety Authority. The Lessor shall provide a copy of the "Final Inspection Certificate".
- .4 Electromagnetic fields within the Leased Premises shall not exceed 5 milligauss (500 nanoteslas).

2. POWER SUPPLY and DISTRIBUTION SYSTEM

- .1 The Lessor shall provide an adequate capacity to accommodate the immediate connected load and 20% spare for future additional load and shall conform to Hydro supply authority requirements.
- .2 The Lessor shall provide adequate power for a minimum 22W/m² for the Lessee's electronic equipment.
- .3 Transformers must be sized to suit non-linear loads from the wide use of personal computers and LAN computer equipment in the modern office environment. K-rated transformers should be used.
- .4 Lighting and power panels must be circuit breaker type and readily accessible. If not located within the Leased Premises, panels must not be located within another tenant's space. Panels shall be located on the same floor as the Leased Premises.
- .5 Panels must have doors and locks, and must be kept locked at all times.
- .6 Typewritten directory cards indicating the load supply of each breaker shall be mounted inside the panel door.

- .7 All distribution transformers shall be of the Harmonic Reduction type with minimum EMI interference.
- .8 Circuit breakers are to be of the bolt-on type. Multiple breakers shall have a single handle. Tie-bars are not permitted.
- .9 Panels shall have 20% spare circuits.
- .10 The related storage rooms shall have convenience receptacles every 5 metres minimum on the peripheral walls.

3. ILLUMINATION LEVEL

- .1 Throughout the entire term of the Lease, the Lessor shall provide and maintain lighting at the following levels within the Leased Premises and common areas:

Lux	Areas
550	Office Space, Reception area
325	Entrances Foyers, Elevator lobbies, Storage space
250	Washrooms
220	Hallways, Corridors, Stairways, Elevators, Escalators,
200	Exterior side of entrances to Building and Leased Premises
20	Parking - Entrances
10	Interior parking area

- .2 Required illumination levels shall be present on a plane 750 mm above and parallel to the floor in office areas and at floor level in all other areas. The Lessor shall maintain an average 500 lux at the computer workstations with furniture in place.
- .3 Lighting fixtures shall be arranged to the satisfaction of the Lessee, spreading illumination evenly over the work area, being symmetrical in arrangement and providing maximum flexibility in rearrangement of the space. The Lessor shall provide local switching to all enclosed offices and rooms.

4. LIGHTING FIXTURES

- .1 Lighting fixtures shall generally be the fluorescent type with virgin acrylic prismatic or parabolic louvre reflectors.

- .2 Lamps for fluorescent lighting fixtures shall be rapid start T-8, 3500K with 20,000 hours life expectancy.
- .3 Ballasts for fluorescent lighting fixtures shall be electronic-type suitable for T-8 lamps, with high power factor and the lowest sound level available. THD should not exceed 10%.
- .4 Exit lights and emergency lighting shall meet the NBC as amended, NFC as amended, the Ontario Building Code and local bylaws. Exit lights shall be bilingual. Exit light lettering shall meet NBC .
- .5 Emergency, exit and fluorescent lighting shall be on the same system voltage.
- .6 Lamps for incandescent lighting fixtures shall be medium base rated at 130 volts with 5,000 hours life expectancy.
- .7 Emergency battery lighting units shall conform to CSA C22.2 No. 141 "Unit Equipment for Emergency Lighting". Exit lights shall have provision for DC battery power and shall be connected to the building emergency generator power system, if available.
- .8 The Lessor shall provide switching for each 50 square metres of space.

5. CEILING DISTRIBUTION SYSTEM

POWER SYSTEM

- .1 The Lessor shall provide a power distribution system in the ceiling space complete with junction boxes to code requirements, one for each 40 m² with a 208/120V, 3Ph, 8 wire system in each box.
- .2 The Lessor shall identify each receptacle with the panel and circuit number on red Dymo tape.
- .3 Receptacle boxes shall be securely fastened to the slab above. Receptacle boxes shall be no more than 600 mm above the T-bar ceiling.
- .4 An insulated ground wire shall be pulled in each conduit and grounded to the common panel ground.
- .5 The Lessor shall provide a separate neutral for each receptacle circuit.

6. COMMUNICATION SYSTEM

- .1 The Lessor shall provide a conduit system from the street connections to the main building communications room. The capacity of the conduit must be of sufficient size to accommodate the Lessee's requirements for the term of the Lessee's occupancy.
2. The Lessor shall provide a secure empty conduit system for voice and data communication systems directly from the main building communications room or the building communication riser room on the same tenant floor to the Lessee's communications room in the Leased Premises. A minimum of three (3) conduits, each measuring 103 mm in diameter are required.
3. The Lessor shall be responsible for all maintenance and repair of the conduit system detailed in 6.1 and 6.2.
- .4 Where exposed plenum cable system is to be installed for voice and data communication systems in the ceiling space, the Lessor shall provide cable tray and/or J-hook for these cables properly supported from the structural ceiling slab and not laid on top of ceiling tiles. Minimum cable tray size shall be 305mm wide and 103mm deep.

7. FIRE ALARM SYSTEM

- .1 If a Fire Alarm System is provided by code requirement, the Lessor shall submit drawings of the fire alarm system for Fire Protection Services-Labour Program, HRSDC review.
- .2 The following code and standards are to be complied with:
 - (a) NBC , as amended.
 - (b) Treasury Board Fire Protection Standards, Chapter 3-4, "Standard for Fire Alarm Systems".

8. ELECTRICAL DRAWINGS

- .1 The Lessor shall design and produce drawings and specifications to show electrical systems and devices to suit architectural fit-up drawings for tenant improvements and Section B4 "Electrical Standards" for review by Public Works and Government Services Canada and Fire Protection Services, Labour Program, HRSDC.

SCHEDULE “G”

CONSENT TO A CRIMINAL RECORD VERIFICATION



Public Works and Government Services
Canada

Travaux publics et Services
gouvernementaux
Canada

Protected (when completed and received by government)
Protégé (lorsque rempli et reçu par le gouvernement)

If completed manually, please print
Si rempli manuellement, veuillez écrire en lettres moulées

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the Criminal Code, paragraph 42(1(c)) of the Financial Administration Act, and sections 7 and 21 of the Department of Public Works and Government Services Act. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du Code criminel, du paragraphe 42(1(c)) de la Loi sur la gestion des finances publiques et des articles 7 et 21 de la Loi sur le ministère des Travaux publics et des Services gouvernementaux. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the Privacy Act.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la Loi sur la protection des renseignements personnels.

**B BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)		Family Name at Birth - Nom de famille à la naissance
Full Given Names (No initials) - Prénoms au complet (aucune initiale)		
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)		
Gender - Sexe <input type="checkbox"/> Male Masculin <input type="checkbox"/> Female Féminin		Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information
Information résidentielle actuelle**

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue
City - Ville	Province	Postal Code - Code postal

PWGC-TPSGC 229 (2012/06)

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante	

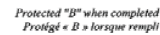
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat

Date of Request (Y-A M D-J)
Date de la demande

Requesting Contact Person - Personne-ressource requérante

Contact Person Tel. No. - N° de tél. de la personne-ressource

DIRECT DEPOSIT ENROLMENT FORM FOR LESSORS

**FORMULAIRE D'INSCRIPTION
AU DÉPÔT DIRECT
POUR LES LOCATEURS**

AVIS DE CONFIDENTIALITÉ Les renseignements personnels sont recueillis en vertu de la *Loi sur la gestion des finances publiques*, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

Vous pouvez faire parvenir ce formulaire et le spécimen de chèque, soit :

1. En faisant parvenir l'information à l'adresse du bureau régional tel que stipulé à la clause « Avis » de votre bail ; ou
2. En numérisant l'information et en l'envoyant à l'adresse suivante : Location.Leasing@tpsgc.gc.ca.

1) Business Name Nom de l'entreprise										
Business Address Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)										
								Province	<input type="text"/>	<input type="text"/>
City, Town Ville								Postal Code Code postal	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

2) Authorized Representative's Name
Nom du représentant autorisé

Email Address
Adresse courriel

1.

2.

Telephone
Téléphone

Fax
Télécopieur

3) Procurement Business Number (PBN)
Numéro d'entreprise – approvisionnement (NEA)

PART B - PARTIE B

Attach a blank cheque for your bank account with
"VOID" written on it.

Joignez un spécimen de chèque portant la mention « NUL »
au recto.

Name / Nom	Example / Exemple	Cheque No.	0000000
P.O. Box / C.P. 000		No. De chèque	
City / Ville, Canada, H0H 0H0			
Pay to the order of			
Payer à l'ordre de		\$	
			Dollars
			Signature
ùb999ùb	099999ù9990ÿ	999ù999ù9ù	

PART C - PARTIE C

I, as an authorized representative of this business,
grant the Receiver General for Canada the right to
deposit future payment(s) directly into the bank
account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde
au receveur général du Canada le droit de déposer les prochains
paiements directement dans le compte bancaire désigné, et ce,
jusqu'à nouvel ordre.

--	--	--	--	--	--	--	--	--	--

Date (YYYYMMDD)
Date (AAAAMMJJ)

X

Signature of Authorized Representative
Signature du (de la) représentant(e) autorisé(e)

Preferred Language
Langue de préférence

☐ English
Anglais

☐ Français
French

PWGSC-TPSGC Form No.