



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
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

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

Title - Sujet Immigration Holding Centre	
Solicitation No. - N° de l'invitation 47636-187661/A	Date 2016-02-19
Client Reference No. - N° de référence du client 47636-187661	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-224-7071	
File No. - N° de dossier TOR-5-38201 (224)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-14	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" 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 Enforcement and Intelligence 6900 AIRPORT RD MISSISSAUGA Ontario L4V1E8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT THAT MUST BE MET TO
QUALIFY, PLEASE REFER TO PART 6.**

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements and any other annexes.

2. Summary

- (a) Canada Border Services Agency (CBSA) has a requirement for the provision of an Immigration Holding Centre in the Greater Toronto Area (IHC) to be fully operational and in service by January 1, 2018. The Contractor must provide the IHC, housekeeping services, maintenance services and food services in accordance with the requirements detailed in Annex A, Statement of Work.
- (b) The period of the Contract will be from Date of Contract Award to December 31, 2027 with options to extend for two (2) one-year periods and a three-month transition period. The occupancy date will be agreed upon between the Contractor and Canada but must be no later than January 1, 2018 (Occupancy Date).
- (c) The IHC must accommodate a minimum of 188 people and must have the ability to adjust to accommodate another 50 people as required from time to time. Over the years April 1, 2011 to March 31, 2013, the average number of people accommodated at the IHC was approximately 122 people per day but this number is expected to increase to an average of approximately 132-135 people per day. The numbers are an estimate only and not to be relied upon.
- (d) Any proposed IHC must meet all requirements detailed in Annex A and at any planning

meetings following contract award to the satisfaction of the Project Authority prior to Occupancy Date.

- (e) There is also a provision within this document (see Annex H) for separately demised office space within the IHC to be leased to Public Works and Government Services Canada (PWGSC) for occupancy and use by the Immigration Refugee Board (IRB). It is not a mandatory requirement that bidders provide space to PWGSC for use by IRB; however, it is desirable to have both CBSA and IRB departments located in the same building.
- (f) The IRB is currently co-located within the IHC, however, the IRB occupies a separate space under a separate lease agreement negotiated through PWGSC. While not imperative, there is an ongoing requirement to provide space suitable for the IRB to work onsite and host hearings for non-detained CBSA clientele. The Contractor should consider this space requirement as part of this SOW, however, any lease for such space will be procured separately and directly with PWGSC, and leased outside of and separate from the Contract. Pricing and design specifications for this separate space are at the discretion of PWGSC and outside of the Contract.
- (g) The proposed IHC must be located in the Greater Toronto Area, Province of Ontario, within the area bounded by Derry Road and Rexdale Blvd. to the north, Eglinton Avenue to the south, Tomken Road to the west and Martin Grove Road to the east. The address of the proposed IHC may be located on either side of these specified roads. If the IHC is located on the specified boundary lines, then the building entry and exist must be accessible via any one of the four specified boundary roads.
- (h) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (i) There is an optional site visit and an optional bidders' conference. Consult Part 2 – Bidder Instructions.
- (j) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT).
- (k) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: two hundred and seventy (270) days

2. Submission of Bids

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

3. Former Public Servant

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

(b) Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service.

The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

(c) Former Public Servant in Receipt of a Pension

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

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

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

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

(d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a

proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Optional Bidders' Conference

A bidders' conference will be held at 385 Rexdale Boulevard, Toronto, Ontario on February 29, 2016. The bidders' conference will begin immediately after the Optional Site Visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the bidders' conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than February 24, 2016, 2:00 p.m. EDT.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

8. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the current IHC. Arrangements have been made for the site visit to be held at 385 Rexdale Boulevard, Toronto, Ontario on February 29, 2016. The site visit will begin at 9:00 a.m.

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Bidders are requested to communicate with the Contracting Authority no later than February 24, 2016 2:00p.m. EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

9. Basis for Canada's Ownership of Intellectual Property

The CBSA has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: 6.2 - statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Multiple bids from the same bidder (or a bid from a bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

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

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

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specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguard measures are required for the performance of the Work:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Postal Code
Country

- 1.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) PWGSC has engaged a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Annex "G".

1.1.2 Point Rated Technical Criteria

Refer to Annex "G".

1.1.3 Additional Rated Requirements

Refer to Annex "G".

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive.
- (b) Prices submitted must be firm prices in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) When calculating the firm rates, bidders must consider all costs and any potential extra costs that may be incurred throughout the contract period, as no additional claims to the Canada can be made.

1.2.2 Evaluated Bid Price

- (a) Each bid's Evaluated Bid Price will be computed using Net Present Value (NPV) dollars according to the following formula:

Total Evaluated Bid Price = Sum of NPV of each year's bid price (including option years).

- (b) Each year's bid price is the sum of the Total Maximum Estimated Cost of Item No. 1, 2, 3 and 4. The Total Maximum Estimated Costs are calculated by: multiplying the proposed firm monthly rate by the number of months in the occupancy year for Item 1, and by multiplying the occupancy rate per Detainee per Day by the estimated maximum number of Detention Days per month for Item 2 and 3, and by multiplying the proposed firm daily meal price for each Detainee by the estimated usage for each occupancy year for Item 4. An example follows:

= (firm monthly rate proposed * 12 months) + (occupancy rate for the provision of maintaining the IHC per Detainee per Day * maximum # of Detention Days per year) + (occupancy rate for the provision of housekeeping services per Detainee per Day * maximum # of Detention Days per year) + (firm meal day price * estimated # of meals days)

- (c) NPV is calculated by discounting a series of cash inflows/outflows back to their present value (PV), then they are summed. Therefore NPV is the sum of all terms:

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

Where:

t = the time of the cash flow;

i = the discount rate (the rate of return that could be earned on an investment in the financial markets with similar risk). It is determined by averaging the yield of 2 year Government of Canada Bond Yield Rates and the 5 year Government of Canada Bond Yield Rate plus 1.25%, as published in the Globe and Mail on the bid Closing date.

R_t = the net cash flow (amount of cash, inflow and minus outflow) at time t

For example: Occupancy Year 3 the Total Estimated price proposed is: \$6.5M

t = 3

Yield rates as of March 31, 2014: 2 year = 1.07 ; 5 year = 1.71

i = ((1.07 + 1.71) / 2) + 1.25% = 2.64%

Year 3 NPV = (\$6.5M / (1 + 2.64%) ^ 3) = \$6.011M

This calculation would be undertaken for each firm year and each option periods to obtain the Total Evaluated Bid Price.

2. Basis of Selection – Lowest Price per Point

2.1 To be declared responsive, a bid must:

- (a) Comply with all requirements of the RFP;
- (b) Meet all mandatory technical evaluation criteria; and
- (c) Obtain the required minimum 65% for the point rated technical evaluation criteria in Part 4,

"Evaluation Procedure and Basis of Selection", article 1.1.2 which are subject to the point rating for point rated technical evaluation criteria and additional point rated criteria on a scale of 1860 points.

- 2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposes the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of contract.
- 2.3 Only one (1) contract, if awarded, will be awarded to the responsive Bid that offers quality services and experience at the best value to Canada. Best value to the Canada is defined as the responsive proposal with the lowest evaluated Price per Point.
- 2.4 Each bid's Evaluated Price per Point is calculated by taking the bid's Total Evaluated Bid Price and dividing it by the Total Points received in the point rated technical evaluation and additional point rated criteria. Note: While bidders must achieve a minimum of 65% for the point rated technical evaluation criteria out of a rating scale of 1360 points, for the purposes of this calculation Total Points received will be calculated based on an overall rating performed on a scale of 1360 points. This takes into consideration points awarded for the additional point rated criteria addressing optional IRB space.

For example:

Total Evaluated Bid Price - Bid 1 = \$40.3M

Total Points received in technical evaluation = 1700 / 1860

Total Price per Point = \$40.3M / 1700 = \$23,705.88 per point

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2.3 Certification for Leased Space for Use by the Immigration Refugee Board (IRB)

This certification applies only to those Bidders proposing a bid inclusive of IRB requirement.

The Bidder certifies that their bid conforms to Annex H, Appendix 1 - bullet 8a) to 8g) and will meet or exceed all of the specifications detailed in the IRB requirement detailed in Annex H, Appendix 1.

The Bidder further certifies that in the event that Canada chooses to proceed to negotiate a lease for the space allocated for use by the IRB, the price that the Bidder charges to Canada for such lease will not exceed current market value.

Despite the Bidder providing this certification, Canada may not necessarily lease any of the leased space proposed.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website."
4. The CBSA, will conduct its own personnel Reliability Status assessment on a Bidder (specifically the Bidder personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check. The Bidder's personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information and assets are kept.

If a Bidder being recommended for an award, has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Bidder, will still undergo a security screening process to be conducted by the CBSA. A credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Industrial Security Program (ISP)".

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Bidder is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

In the event the Bidder is not deemed suitable following the security screening process required by the CBSA, the said Bidder's proposal will be deemed non-compliant and the next ranked bidder will be assessed. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

2. Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority requires, by this written notice to the Bidder, the submission of all of the financial information detailed below in subparagraphs 1.a to 1.e and paragraphs 2 and 3 as applicable for review during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority **by the bid closing date**, unless an extension is provided to all Bidders, in writing, by the Contracting Authority:

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid

solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b) the Bidder authorizes the use of the information for this requirement.
- It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.**
5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada)."

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A."

1.1 General Descriptions of Work:

- a) Provision of Immigration Holding Centre in the Greater Toronto Area (IHC): The Contractor must provide an IHC for the accommodation and care of persons detained under the Immigration and Refugee Protection Act (Detainees);
- b) Completion of the IHC in accordance with Specifications in the Statement of Work: The Contractor must complete the IHC and have it ready for occupancy no later than January 1, 2018 "(Occupancy Date)", which includes obtaining all permits required for occupancy, completing the IHC in accordance with the specifications set out in the Contract and any architectural plan or drawings approved by Canada. The finalized design configuration of the IHC will be subject to approval by the Project Authority, during the design phase that takes place immediately after contract award. During the construction phase, inspections will occur at the approximately 33%, 66% and 99% mark of the configuration and fit up period;
- c) Maintenance of the IHC: The Contractor must maintain the IHC in good operating condition as not to impact the operations of the IHC, and the Contractor must make such repairs and renovations as are required from time to time to maintain the IHC at or very near, the condition it was accepted at the Occupancy Date;
- d) Provision of Furnishings: The Contractor must furnish the IHC and must maintain and repair the furnishings in accordance with the specifications set out in Annex A, Statement of Work and the Contract;
- e) Provision of Food Services: The Contractor must provide food services to Canada in accordance with the specifications set out in Annex A, Statement of Work and the Contract;
- f) Provision of Housekeeping Services: The Contractor must provide housekeeping services to Canada in accordance with the specifications set out in Annex A, Statement of Work and the Contract; and
- g) Cooperation with Security Personnel: The Contractor must cooperate fully with the security personnel put in place by CBSA.

1.2 Acquisition of Title or Lease of Immigration Holding Centre Property

The Contractor either:

- a) holds the title to the land on which the IHC is situated; or
- b) holds a full leasehold interest with no conditions in the IHC or the land on which the IHC is to be situated that allows the Contractor to make the changes to the IHC property required by this Contract; or

- c) has a fully executed agreement of purchase and sale for the acquisition of the IHC or for the acquisition of the land on which the IHC is situated, subject only to a condition precedent in favour of the Contractor that the Contractor obtain a contract from Canada for the provision of the IHC; or
- d) has negotiated a full leasehold interest in the proposed IHC or proposed vacant land on which the IHC is to be situated, which allows the Contractor to make the changes to the IHC property required by this Contract, subject only to a condition precedent in favour of the Contractor that the Contractor obtain a contract from Canada for the provision of the IHC.

If (c) or (d) apply, then, immediately upon execution of the Contract, the Contractor must remove the last remaining subject condition with respect to the Contractor obtaining the Contract and:

- i) if (c) applies, obtain possession and title of the property; or
- ii) if (d) applies, obtain possession of the property in accordance with the terms of the lease.

If, within 30 days of the Contract award, the Contractor has not complied fully with this provision, Canada has the right to terminate the Contract for default, pursuant to the default provision of the Contract.

[Note: This provision will be amended at the time of Contract award to reflect the status of the Bidder recommended for Contract award.]

1.3 Zoning

- a) It is the sole responsibility of the Contractor to obtain any zoning variances or approvals required to operate the IHC in accordance with the Contract, including the specifications set out in the Statement of Work.
- b) If the Contractor requires but fails to obtain any zoning variances or approvals within 30 days after the date of award of the Contract, Canada may, in its sole discretion, terminate the Contract for default, pursuant to the default provision of the Contract.
- c) To demonstrate that the Contractor has obtained all zoning variances or approvals required, the Contractor must provide Canada documentation and evidence within 30 days from the date of award of Contract.

1.4 Identification and Remediation of Deficiencies at Occupation Date

- a) Two weeks following the Occupation Date, Canada will prepare an updated list of any deficiencies of the IHC (measured against the Statement of Work) ("Occupancy Deficiency List"). The Contractor must remedy all deficiencies on the Occupancy Deficiency List within 30 days from delivery of the Occupancy Deficiency List.
- b) If the Contractor fails to remedy all deficiencies within 30 days from delivery of the Occupancy Deficiency List, Canada may, without further notice to the Contractor, contract with a third party to complete the work required to bring deficiencies identified on the Occupancy Deficiency List into compliance. Canada may set off the costs it pays to a third party to remedy deficiencies against the Contractor's invoice or the Contractor must reimburse Canada for all amounts paid to third parties to remedy deficiencies in the Occupancy Deficiency List. If third parties are contracted by Canada, the Contractor must permit timely access by the third party contractors to

remedy deficiencies.

1.5 Identification and Remediation of Deficiencies During Remainder of the Period of the Contract

- a) During the period of the Contract, Canada may advise the Contractor in writing of repairs or maintenance required in order to maintain the IHC in accordance with the specifications contained in the Contract ("Maintenance Notice"). The Contractor must complete all repairs or maintenance work identified in the Maintenance Notice within 48 hours (unless there is a reference to a specific repair period otherwise specified in the Contract). However, in the case where repairs or maintenance may take longer than 48 hours to complete, the Contractor must begin the repairs or maintenance work within 48 hours and proceed diligently to complete the repairs or maintenance work.
- b) If the Contractor fails to make the repairs or complete the maintenance work identified in a Maintenance Notice within the 48 hours, Canada may, without further notice to the Contractor, contract with a third party to complete the repair or maintenance work. Canada may set off the costs of the repair or maintenance work by a third party on the Contractor's invoice or the Contractor must reimburse Canada for all amounts paid to third party contractors to make repairs or complete maintenance work. The Contractor must permit timely access by the third party contractors to complete the repair or maintenance work requirement.

1.6 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

1.7 Post Orders

Canada may make rules, instructions and directives relating to the safety of persons at the IHC or the protection of property against loss or damage from any and all causes including fire. The Contractor must comply with all rules, instructions and directives on the site where the Work is performed.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information; and

4008 (2008-12-12), Supplemental General Conditions – Personal Information, apply to form part of

the Contract.

3. Security Requirement

3.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved: Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate and Public Works Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works Government Services Canada (PWGSC).

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works Government Services Canada, the Contractor personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

3. Processing of PROTECTED materiel electronically at the Contractor's site is NOT Permitted under this Contract.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
(a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
(b) Industrial Security Manual (Latest Edition).

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory
Postal Code
Country

The Contractor is obligated to report to the CBSA-Departmental Security Officer any security breach.

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

3.3. Additional Security Requirement

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The CBSA, will conduct its own personnel Reliability Status assessment on a Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If a Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the recommended Contractor (specifically the Contractor personnel) shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from the date of Contract award to December 31, 2027 inclusive.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Peggy Juan
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Drive – Suite 480C, Mississauga, Ontario, Canada L5B2N5
Telephone: (905) 615-2467
Facsimile: (905) 615-2060
E-mail address: peggy.juan@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to

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the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

(Insert, if applicable)

Alternatively, in absence of the above identified individual, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

7. Payment

7.1 Basis of Payment

All modifications to the IHC to comply with the Contract must be at the Contractor's cost.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Monthly Payment

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

7.4 T1204 – Information Reporting by Contractor

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 15 calendar days following contract award:

- a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;

- b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Name of person _____ Address _____ .

8. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the

bidder in its bid, if applicable.)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions – 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;
- (c) supplemental general conditions - 4008 (2008-12-12), Supplemental General Conditions – Personal Information;
- (d) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity – Services;
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) Annex D, Insurance Requirements;
- (i) Annex E, Non-Disclosure Agreement;
- (j) the Contractor's bid dated _____, (insert date of bid).

12. Foreign Nationals (Canadian Contractor) (if applicable)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

12. Foreign Nationals (Foreign Contractor) (if applicable)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

13. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. Liquidated Damages – Failure to Complete Facility

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1. If the Contractor fails to have the IHC ready for occupancy (including issuance of any necessary occupancy permits) by the Occupancy Date, the Contractor agrees to pay to Canada liquidated damages in the amount of \$50,000.00 for each calendar day of delay until the IHC is completed.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

15. Transition Period at End of Contract Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 3 months under the same conditions to ensure the required transition. The Contractor agrees that, during the transition period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 90 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

16. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before any employee or subcontractor are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A STATEMENT OF WORK

Protected B

- 1) Annex A, Statement of Work is a Protected B document that will only be made available to those holding the following security clearances:
 - a) Bidders holding a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected B issued by the CISC; and
 - b) Bidder's representatives holding valid Reliability Status granted by the CISC.
- 2) PWGSC must be able to validate the Bidder and the Bidder's representative's security clearances with the CISC before releasing the Annex A, Statement of Work.
- 3) To request for a copy of the Annex A, Statement of Work, the Bidder must provide to the Contracting Authority:
 - a) Bidder's legal company name and company address that holds the DOS with approved Document Safeguarding at the level of Protected B issued by CISC;
 - b) The legal name and date of birth of the named Bidder's representative who will receive the Annex A, Statement of Work; and
 - c) Bidder's preferred document delivery method:
 - i) via in-person pick-up by the named Bidder's representative at the PWGSC office at 33 City Centre Drive – Suite 480C, Mississauga, Ontario; or
 - ii) via Canada Post courier delivery to the Bidder's company address holding the required valid CISC security clearance with the package addressed to the named Bidder's representative.
- 4) Security validation could take up to 2 business days. Once PWGSC confirms that the Bidder and Bidder's representative both hold the above-mentioned security clearances, PWGSC will release the Annex A, Statement of Work through the Bidder's preferred document delivery method.
- 5) The Statement of Work will be inserted into the resulting contract at the time of contract award.

ANNEX B BASIS OF PAYMENT

Prices are reflected in Canadian currency, and include FOB Destination, custom and duties. Applicable Taxes are extra.

Period of the Contract is from the Date of Contract Award to December 31, 2027. Payment for the services required will commence on the Occupancy Date and will be based on the actual services rendered. No payment will be made prior to Occupancy Date.

For item 1, the Contractor will be paid the firm all-inclusive monthly fee regardless of the number of Detainees. The rate is representative of the bare minimum cost to operate the IHC with contractor and government staff but no Detainees within it. The term "fixed and basic maintenance" is meant to represent the fixed portion of maintenance costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the IHC. For example, if the CBSA opted to close the IHC or limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the IHC (i.e. lease, heating, lighting, insurance, etc.). The term "fixed and basic housekeeping" is meant to represent the fixed portion of housekeeping costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the IHC. For example, if the CBSA opted to close the IHC or limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the IHC (ie: basic housekeeping of all spaces, dusting, cleaning washrooms etc, to ensure the IHC remains clean).

For items 2 and 3, the Contractor will be paid the incremental occupancy rate per Detainee for each respective service multiplied by the actual number of Detention Days incurred for each month. This rate must represent the incremental cost of maintaining and cleaning the IHC based on the number of people within it.

For item 4, the Contractor will be paid the firm all-inclusive daily meal rate based on the actual number of meal days served within that month. A meal day equals the total number of meals (breakfast, lunch, dinner) served within a day divided by 3 to get the total number of meal days served on any given day.

A Detention Day (for the purpose of the Basis of Payment) is calculated as the number of Detainees held at the IHC multiplied by the number of days within the IHC, e.g. Period X represents a 5 days period (Monday – Friday). The number of Detainees in the IHC each day is represented below:

Day 1 = $120 * 1 \text{ day} = 120$

Day 2 = $123 * 1 \text{ day} = 123$

Day 3 = $127 * 1 \text{ day} = 127$

Day 4 = $127 * 1 \text{ day} = 127$

Day 5 = $128 * 1 \text{ day} = 128$

Total Detention Days accrued in a 5 day period = 625 Detention Days

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Occupancy Year 1 (12 months): Occupancy Date (January 1, 2018) to December 31, 2018 – 365 calendar days

Table 1				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping; in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes one breakfast, one lunch, one dinner and two snacks) in accordance with the specifications in Annex A, Statement of Work	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 2 (12 months): January 1, 2019 to December 31, 2019 – 365 calendar days

Table 2				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping; in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 3 (12 months): January 1, 2020 to December 31, 2020 – 365 calendar days

Table 3				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$ _____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____/ meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 4 (12 months): January 1, 2021 to December 31, 2021 – 365 calendar days

Table 4				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 5 (12 months): January 1, 2022 to December 31, 2022 – 365 calendar days

Table 5				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$ _____ /month \$ _____ /month \$ _____ /month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 6 (12 months): January 1, 2023 to December 31, 2023 – 365 calendar days

Table 6				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work. 	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 7 (12 months): January 1, 2024 to December 31, 2024 – 365 calendar days

Table 7				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work. 	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 8 (12 months): January 1, 2025 to December 31, 2025 – 365 calendar days

Table 8				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping; in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	87,235 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 9 (12 months): Occupancy Date (January 1, 2026 to December 31, 2026)
– 365 calendar days

Table 9				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance, • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$ _____/month \$ _____/month \$ _____/month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$ _____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____/ meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Occupancy Year 10 (12 months): January 1, 2027 to December 31, 2027 – 365 calendar days

Table 10				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work. 	\$_____/month \$_____/month \$_____/month	12 months	\$_____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$_____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$_____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$_____/ Detainee per Day	86,870 days (238 Detainees x 365 calendar days)	\$_____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$_____/ meal day	87,235 meal days	\$_____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$_____

Sub-Total Limitation of Expenditure of Occupancy Year 1 to Occupancy Year 10: \$_____

Harmonized Sales Tax (HST) if applicable: \$_____

Limitation of Expenditure of Occupancy Year 1 to Occupancy Year 10: \$_____

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Option Year 1 - Occupancy Year 11 (12 months): January 1, 2028 to December 31, 2028) –
365 calendar days

Table 11				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$_____/month \$_____/month \$_____/month	12 months	\$_____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$_____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$_____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$_____/ Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$_____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work	\$_____/ meal day	86,870 meal days	\$_____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$_____

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Option Year 2 - Occupancy Year 12 (12 months): Occupancy Date (January 1, 2029 to December 31, 2029) – 365 calendar days

Table 12				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the specifications in Annex A, Statement of Work.	\$ _____ /month \$ _____ /month \$ _____ /month	12 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work	\$ _____ / Detainee per Day	86,870 Detention Days (238 Detainees x 365 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work	\$ _____ / meal day	86,870 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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Option - Transition Out Period (3 months), January 1, 2030 to March 31, 2030) – 91 calendar days

Table 13				
Item No.	Payment Item	Firm Rate	Multiplication Factor (For Evaluation Purpose Only)	Total Maximum Estimated Cost (For Evaluation Purpose Only)
1.	Firm monthly rate which includes: <ul style="list-style-type: none"> • use of the IHC and its space; • provision of fixed and basic maintenance; • provision of fixed and basic housekeeping in accordance with the	\$ _____/month \$ _____/month \$ _____/month	3 months	\$ _____
2.	Occupancy rate per Detainee per Day for the provision of maintaining the IHC in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	21,658 Detention Days (238 Detainees x 91 calendar days)	\$ _____
3.	Occupancy rate per Detainee per Day for the provision of housekeeping services in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / Detainee per Day	21,658 detention days (238 Detainees x 91 calendar days)	\$ _____
4.	Firm price per meal day for the provision of meals (which includes on breakfast, one lunch, one dinner and one snack) in accordance with the specifications in Annex A, Statement of Work.	\$ _____ / meal day	21,658 meal days	\$ _____
Sum of Total Maximum Estimated Cost excluding Harmonized Sales Tax (For Evaluation Purpose Only)				\$ _____

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ANNEX C SECURITY REQUIREMENTS CHECK LIST

Please see attached 3 pages.

ANNEX D INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. (if any).
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to: Director Business Law Directorate,

Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$100,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$100,000.00;
2. The Comprehensive Crime insurance must include the following:

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- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- b. Loss Payee: Canada as its interest may appear or as it may direct.

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ANNEX E NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. ____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I understand that any non-respect of this Agreement may lead to the suspension and revocation or suspension or revocation of my Reliability Status.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

ANNEX F to PART 5 – BID SOLICITATION FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada's (ESDC)-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Annex G Evaluation Criteria

1.1.1 - MANDATORY TECHNICAL CRITERIA

Bids must demonstrate compliance with the mandatory technical criteria and must provide the necessary documentation to support a determination of compliance. Bids that fail to meet the mandatory technical criteria will be deemed non-compliant and will be given no further consideration. It is preferred that Bidders provide page number(s) in their bids for the location of all supporting document(s) that are submitted for each criteria in the "page #" column below.

Criterion Reference	Mandatory Criteria	Page # (Indicate where in the proposal supporting documents can be located)
M.1. Ownership of the Proposed IHC The Bidder must meet one (1) of the following mandatory technical criteria: M.1.1 or M.1.2 or M.1.3 or M.1.4.		
M.1.1	<p>The Bidder owns the proposed IHC or owns the vacant land where the proposed IHC is to be located.</p> <p>The Bidder must demonstrate ownership of the proposed IHC or the proposed vacant land by submitting:</p> <ul style="list-style-type: none"> a) a copy of the title for the proposed IHC or the proposed vacant land where the proposed IHC is to be located, or b) a tax bill showing the Bidder is the owner of the proposed IHC or the proposed vacant land where the proposed IHC is to be located. 	
M.1.2	<p>The Bidder has a full leasehold interest with no conditions in the proposed IHC or proposed vacant land where the proposed IHC will be located for the period of the Contract including options to extend the Contract.</p> <p>The Bidder must demonstrate this by submitting:</p> <ul style="list-style-type: none"> a) a copy of the leasehold interest; or b) a letter signed by the owner of the proposed IHC or the proposed vacant land where the proposed IHC is to be located. <p>Whichever document is submitted, it must include all of the following:</p> <ul style="list-style-type: none"> i) the Bidder has a full leasehold interest with no conditions in the proposed IHC or the proposed vacant land for the proposed IHC for the period of the Contract, including options to extend the Contract; and 	

	<p>ii) under the terms of the leasehold interest, the Bidder is authorized to make the changes required to comply with Annex A, Statement of Work and is authorized to use the proposed IHC or proposed vacant land for the purposes of the IHC;</p> <p>and</p> <p>iii) financial consideration for the leasehold has been negotiated and finalized between the lessor and the Bidder for the entire period of the Contract including option periods.</p>	
M.1.3	<p>The Bidder has entered into an Agreement of Purchase and Sale for the proposed IHC or the vacant land where the proposed IHC will be located (but has not yet taken title). If the Agreement of Purchase and Sale for the proposed vacant land or the proposed IHC is conditional, the only condition must be that the purchaser is awarded the Contract, in which case the transaction must be completed within one month of contract award.</p> <p>The Bidder must demonstrate this by submitting:</p> <ul style="list-style-type: none"> a) a fully executed copy of the Agreement of Purchase and Sale; or b) a letter signed by the owner of the proposed IHC or the proposed vacant property stating a binding Agreement of Purchase and Sale has been signed and confirming that the date of closing for the transaction which must be within one month of contract award; or c) if the Agreement of Purchase and Sale is conditional, a letter signed by the owner of the proposed IHC or the proposed vacant land stating that the only condition on the Agreement of Purchase and Sale is that the purchaser be awarded the Contract. The letter must also confirm that the transaction will close within one month of contract award. 	
M.1.4	<p>The Bidder has negotiated a full leasehold interest in the proposed IHC or proposed vacant land where the proposed IHC will be located for the period of the Contract, including options to extend the Contract conditional only on the bidder being awarded the contract and the full leasehold interest being finalized within one month of contract award and the full leasehold interest.</p> <p>The Bidder must demonstrate this by submitting:</p> <ul style="list-style-type: none"> a) A signed letter from the lessor stating that: <ul style="list-style-type: none"> i) the lessor and the Bidder have entered into an offer to lease or letter of intent; and ii) the Bidder will have exclusive possession with no conditions in the proposed IHC or the proposed vacant and for the proposed IHC for the period of the Contract, including options to extend the Contract; and iii) under the terms of the offer to lease or letter or intent, the Bidder is authorized to make the changes required to comply with Annex A, Statement of Work and is authorized to use the proposed IHC or proposed vacant land for the purposes of the IHC; 	

	iv) and financial consideration for the offer to lease or letter of intent have been negotiated and finalized between the lessor and the Bidder for the entire period of the Contract including option periods.	
M.2. LOCATION OF HOLDING CENTRE		
M.2.	The Bidder must demonstrate that the proposed IHC is located in the Greater Toronto Area, Province of Ontario, in an area bounded by Derry Road and Rexdale Blvd. to the north, Eglinton Avenue to the south, Tomken Road to the west, and Martin Grove Road to the east. The address of the proposed IHC may be located on either side of these specified boundary roads. If the proposed IHC is located on the specified boundary lines, then the existing or eventual building entry and exit must be accessible via the boundary road. The location of the proposed IHC will be further evaluated in the point-rated criteria.	

Criterion Reference	Mandatory Criteria	Page # (Indicate where in the proposal supporting documents can be located)
M.3. LAYOUT DRAWING OF THE PROPOSED IHC		
M.3.	The Bidder must submit a layout drawing of the proposed IHC demonstrating how the layout meets the rooms requirement and the minimum space requirements excluding CCTV requirements outlined in Annex A, Statement of Work under Part III at Tables 1-8, and demonstrates that the rooms are adjacent (where applicable) to other rooms as stated in the Statement of Work.	
M.4. ROOMS SPACE REQUIREMENT		
M.4.	The Bidder must identify that they have provided for each room and how the Bid meets the minimum space requirements for each room as set out within Annex A, Statement of Work under Part III at Tables 1-8 (for example, in chart format).	
M.5. IHC CAPACITY		
The Bidder must demonstrate meeting the following criteria M.5.1, M.5.2 & M.5.3 by supplying a detailed floor plan or blueprint.		
M.5.1	The overall IHC capacity must accommodate up to 188 Detainees with the provision to accommodate an additional 50 detainees as referred to in Annex A, Statement of Work.	

M.5.2	The IHC must be separated into three (3) zones: <ul style="list-style-type: none"> • a Level I Secure Zone; • a Level II Secure Zone; and • a Family Zone. 	
M.5.3	Each zone must be further segregated into distinct population groups, more precisely male and female Detainees.	

Criterion Reference	Mandatory Criteria	Page # (Indicate where in the proposal supporting documents can be located)
M.6. BUSINESS PLAN The Bidder must meet all of the following criteria M.6.1, M.6.2, M.6.3, M.6.4 and M.6.5, The Bidder must include the following draft Business Plan in the Bid. Contents and quality of each Business Plan will be further evaluated in the point-rated criteria technical evaluation. At bid closing, each Business Plan must include the following draft sections: <ul style="list-style-type: none"> • Executive Summary; • Project Management, Maintenance and Housekeeping Plan; • Business Continuity Plan; • Contingency and Transition Plan; and • Food and Beverage Service to Detainees Plan. 		
M.6.1	The Bidder must include a draft Executive Summary that provides a brief overview of the proposed plan, expectations, and understanding of the project.	
M.6.2	The Bidder must include a draft Project Management, Maintenance and Housekeeping Plan – A plan of the approach, timelines, milestones and resources for each service required under the Contract. This plan is limited to the provision of services within the IHC and how those services will be provided and managed on an ongoing basis effective occupancy date.	
M.6.3	The Bidder must include a draft Business Continuity Plan – A plan describing the Bidder's plan to continue operations in the event that a disaster or business interruption rendering the proposed IHC or part of the proposed IHC non-functional for a period of time, and how the Bidder will recover its operations or move operations to another location after damage by events like natural disaster, theft, fire or flooding.	

M.6.4	The Bidder must include a draft Contingency and Transition Plan describing the challenges, constraints or unexpected situations that the Bidder may encounter during the course of the construction/fit-up period that may jeopardize or impact the Bidder's ability to meet the in-service date.	
M.6.5	The Bidder must include a draft Food and Beverage Service to Detainees Plan that describe the Bidder's plan related to providing the food and beverage service to Detainees.	

Criterion Reference	Mandatory Criteria	Page # (Indicate where in the proposal supporting documents can be located)
M.7. BIDDER'S EXPERIENCE		
M.7.1	<p>The Bidder must demonstrate that it has a minimum of five (5) years' experience within the last 10 years from the RFP posting date in the commercial facility management service.</p> <p>The Bidder's experience example(s) must include a description of the project(s) and specific project start and end dates.</p>	
M.8. MANAGEMENT OF COMMERCIAL PROJECT		
M.8.1	<p>The Bidder must provide one (1) example from within the last ten (10) years (from the RFP posting date), where the Bidder has managed a commercial project or a commercial facility or multiple commercial facilities with the project valued at a minimum of \$10 million.</p> <p>The example must include:</p> <ul style="list-style-type: none"> • A description of the project and specific project start and end dates; and • Dollar value of the project. 	

1.1.2 – POINT RATED TECHNICAL CRITERIA

In addition to assessing the ability to meet all the mandatory technical criteria, bids will be evaluated on their capacity to exceed the minimum required specifications and standards in each of the areas detailed below. Bidders are advised to provide enough content on each of these areas in their technical bid to satisfy the minimum requirement of a 65% cumulative overall rating (884/ 1360).

"Additional Rated Requirements" from Part 4, section 1.1.3 will not be used to calculate the 65% cumulative overall rating requirement but will be scored and added to the bid evaluation scoring.

Note: Canada reserves the right to perform a visual inspection of the proposed IHC or the proposed vacant land for the proposed IHC to evaluate the location of the proposed IHC or proposed vacant land for the proposed IHC on the rated requirements. Points awarded to bidders based on their technical bid may be adjusted upwards or downwards according to the result of the visual inspection.

For each point rated technical criterion, where a maximum number of points are shown and the multiplication factor is "N/A", evaluators may award any whole number within the range of points from 0 up to the maximum number of points. For example, if the maximum number of points is 5, evaluators may award any score from 0 up to 5 that is a whole number (i.e. no decimal points).

For the point rated technical criterion where a multiplication factor is provided, a scoring grid will be utilized and each applicable point rated technical criterion will be rated any whole number within the range of 0 up to 5 points (unless other indicated in the point rated technical criterion). This rating will be multiplied by the factor provided in the criterion to provide a figure out of the total points available in the point rated technical criterion. For instance, a score of 4/5, where the total points available is 200 and multiplied by a factor of 40, will be a total of 160/200 points awarded.

Scoring Grid					
Point rated technical criteria R.2.1, R.2.2, R.5.1, R.5.2, R.5.3, R.6, R.7, R.8, R.9, R.10, and R.11 will be evaluated using this grid. Performance indicators for each are identified below each criteria (R.2, R.5, R.6, R.7, R.8, R.9, R.10, and R.11).					
0 No Response	1 Unsatisfactory	2 Poor	3 Good	4 Very Good	5 Excellent
No response provided	Demonstrates a poor understanding of the subject matter Does not meet expectations of the performance indicators Addresses almost no performance indicators	Demonstrates a weak understanding of the subject matter Does not adequately meet expectations of the performance indicators Demonstrates deficiencies and gaps in numerous performance indicators	Demonstrates a good understanding of the subject matter Meets expectations against the performance indicators. Most of the performance indicators are well addressed in a logical manner	Demonstrates a very good understanding of the subject matter Exceeds most expectations against the performance indicators All of the performance indicators are addressed in a logical manner	Demonstrates an excellent understanding of the subject matter Far exceeds all expectations against the performance indicators All of the performance indicators are exceedingly addressed in a logical manner Demonstrates initiative in proposed solutions

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Criterion Reference	Rated Criteria	Evaluator Use only		
		Page # (Indicate where in the proposal supporting documents can be located)	Multiplication Factor (as applicable)	Total Mark received
R.1 Definitions applying to R.1.1 and R.1.2:				
Sidewalk: a paved path for pedestrians at the side of a road;				
Pedestrian crosswalk: a place designated for pedestrians to cross a road; and				
Safe passage: the use of city roads and sidewalks, pedestrian crosswalks (i.e. no jaywalking, jumping over fences, walking through a ditch, or taking any other shortcuts)				
R.1.1	IHC LOCATION and PUBLIC TRANSIT DISTANCE (Maximum 60 points available) As per Annex A, Statement of Work, the proposed facility should be within 600 meters of any public transit stop that provides service 7 days a week. Points will be awarded as follows: <ul style="list-style-type: none">• If any public transit stop is 300 meters or less of the closest edge of the primary public entrance of the proposed IHC using safe passage - 60 points; or• If any public transit stop is more than 300 meters away but less than or equal to 600 meters away from the closest edge of the primary public entrance of the proposed IHC using safe passage from any public transit stop - 30 points; or• If the proposed IHC is more than 600 meters away from the closest edge of the primary public entrance of the proposed IHC using safe passage from a public transit stop - 0 points. For evaluation purpose of this criteria, the distance measurement in meters will be rounded down to the closest whole number. For example, 300.92 meters will be rounded down to 300 meters and 600.479 meters will be rounded down to 600 meters.			/60

R.1.2	FACILITY LOCATION and PUBLIC TRANSIT STOP LOCATION (Maximum 40 points available) As per Annex A, Statement of Work, the proposed IHC should be within 600 meters of a public transit stop that provides service 7 days a week. Points will be awarded as follows: For the safety of the route for pedestrians from the public transit drop off points to the proposed IHC (e.g. crosswalks, traffic lights, sidewalks): <ul style="list-style-type: none"> • If the proposed IHC is on the same side of the road as the closest public transit stop drop off, with a sidewalk access - 40 points; or • If the proposed IHC is not on the same side of the road as the closest public transit stop drop off, but pedestrians may access the closest transit stop from the proposed IHC using a sidewalk and pedestrian crosswalk, or traffic lights - 20 points; or • If the proposed IHC is not on the same side of the road as the closest public transit stop drop off from the proposed IHC and there is no sidewalk, pedestrian crosswalk or traffic lights that can be used to access the proposed IHC – 0 points. 			/40
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R.2 FACILITY DESIGN

Using the Scoring Grid, points will be awarded to a proposed facility design layout that maximizes the overall operational efficiency of the proposed IHC. This includes the housing and processing of Detainees, as well as minimizing the number of required Security Personnel.

R.2.1	DESIGN LAYOUT of DETAINEE HOUSING AREAS (Maximum 100 points available) Design layout for the proposed IHC will be rated on: <ol style="list-style-type: none"> 1. whether the design layout is clear and maximizes the safety and security of Detainees within their Primary and Secondary Accommodation spaces; and 2. whether the design layout provides for clearly defined zones and wings or floors dividing the various Detainee groups and rooms are designed in a manner that provides Detainees comfort and privacy to the extent possible. Up to 5 points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100
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R.2.2	DESIGN LAYOUT OF THE PROPOSED IHC AND OPERATIONAL EFFICIENCIES (Maximum 100 points) Design layout will be evaluated on whether it demonstrates a clear understanding of the work the CBSA performs in the proposed IHC and offers the greatest degree of overall efficiency and functionality. Consideration includes the ease and logical escort of Detainees and other parties from one area to another, particularly areas that require the flow of Detainees from their primary or secondary accommodations spaces to other parts of the IHC (for example: between CBSA hearings rooms and accommodation spaces; between Admissions & Discharge and accommodations spaces; between health services area and accommodations spaces). Consideration will also be given to the size and functionality of special purpose rooms as outlined in Annex A, Statement of Work; administration space, front entrance, waiting rooms and visitation areas. This includes minimizing guest traffic throughout the IHC as much as possible. Up to 5 points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100
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R.3	<p>STAIRS, ELEVATORS (Maximum 40 points available)</p> <p>Points will be awarded to a proposed IHC that minimizes the use of stairs and elevators for the movement of Detainees. Points will be awarded to a proposed IHC that is located close to the ground floor of the building.</p> <ul style="list-style-type: none"> • If the proposed IHC is located entirely on the ground level - 40 points; or • If the proposed IHC is 2 floors or stories - 20 points; or • If the proposed IHC is more than 2 floors or stories - 0 points. 			/40
R.4	<p>CONTROL POSTS (Maximum 100 points available)</p> <p>Points will be awarded for the inclusion of control posts within each zone and wing or floor of the Primary Accommodation space.</p> <p>Layout of control posts for the proposed IHC will be rated on:</p> <ul style="list-style-type: none"> • If the control posts have been provided in each zone (Men's Level 1 Secure, Men's Level 2 Secure, Women's Level 1 Secure, Women's Level 2 Secure, Family), they must be positioned in a manner that allows visibility into all hallways of wings or floors of that zone - 100 points; or • If control posts within each zone have not been provided - 0 points. 			/100

R.5 THE CONFIGURATION

The configuration of the Primary and Secondary Accommodations and common rooms should be configured such that: (a) security staff can readily survey the interior of the rooms (b) it maximizes the opportunity for unobstructed sight lines; and (c) it minimizes the number of Security Personnel and guard stations while maintaining the required level of security

R.5.1	THE CONFIGURATION and SECURITY PERSONNEL (Maximum 100 points) The configuration plan and design layout demonstrate in detail how Security Personnel can readily survey room interiors from the hallway (without entering the room). Up to 5 points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100
R.5.2	THE CONFIGURATION and SIGHTLINES FOR SECURITY PERSONNEL (Maximum 100 points) The configuration plan and design layout demonstrate in detail how sightlines for Security Personnel from guard post or control post in the hallways are maximized. Up to 5 points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100
R.5.3	THE CONFIGURATION and NUMBER OF SECURITY PERSONNEL REQUIRED (Maximum 100 points) The configuration plan and design layout demonstrate in detail how the configuration minimizes the number of Security Personnel required. Up to 5 points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100

R.6	<p>DESIGN LAYOUT OF ADMISSION AND DISCHARGE AREA (Maximum 120 points)</p> <p>The location where a Detainee enters the IHC is a sensitive area of the operation. Operational efficiency between rooms within the Admission and Discharge Area; which include the sally port, Admission & Discharge Search, Wet Cells, Ready Room, and the Area for Sidearm and Other Defensive Equipment, should be designed in a manner that maximizes the CBSA's operational efficiency, while maintaining a high level of safety and security.</p> <p>The Bid will be rated on whether the design layout:</p> <ul style="list-style-type: none"> a) Maximizes the operational efficiency and flow of Detainees through the space, while maintaining a high level of safety and security. A rating out of 5 will be awarded using the Scoring Grid, then multiply by a factor of 10 to calculate the total points awarded. (Maximum 50 points); and b) Along with the associated plan, outlines how safety and security measures are maximized by the optimization of the flow of people through any of the rooms articulated in the Admissions and Discharge Area (Annex A, Statement of Work). Additional consideration to be provided for the safe discharge and storage of sidearms and other defensive weapons before an officer may enter the proposed IHC. A rating out of 5 will be awarded using the Scoring Grid , then multiply by a factor of 14 to calculate the total points awarded. (Maximum 70 points) 			/120
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Evaluation of the Business Process Plan presented under criteria M.6. (M.6.1. to M.6.5.) As per M.6, Bidders must provide a detailed draft Business Plan that includes the following sections:

- Executive Summary;
- Project Management, Maintenance and Housekeeping Plan;
- Business Continuity Plan;
- Contingency and Transition Plan; and
- Food and Beverage Service to Detainees Plan.

Each section of the draft Business Plan will be further evaluated on a rated basis.

R.7	<p>Executive Summary(Maximum 100 points)</p> <p>Rated points will be awarded to bids based on an Executive Summary that provides a brief overview of the proposed plan, expectations, and understanding of the project.</p> <p>Up to 5 rated points will be awarded using the Scoring Grid and multiplied by a factor of 20.</p>		20	/100
R.8	<p>Project Management, Maintenance and Housekeeping Plan (Maximum 100 points)</p> <p>Rated points will be awarded to bids based on a detailed plan of the approach, timelines, milestones and resources for each service required under the Contract. This plan is limited to the provision of services within the IHC and how those services will be provided and managed on an ongoing basis effective occupancy date.</p> <p>Up to 5 rated points will be awarded using the Scoring Grid and multiplied by a factor of 20.</p>		20	/100

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R.9	Business Continuity Plan. (Maximum 100 points) Rated points will be awarded to bids based on a detailed continuity plan in the event of a disaster (for example, fire, flooding, etc.), which would render the IHC or part of the IHC non-functional for a period of time. The Business Continuity Plan must include how a disaster or business interruption will be addressed and where Detainees will be re-located, within what timeframe, etc. The Business Continuity Plan is an iterative process that is designed to identify mission critical business functions and enact policies, processes, plans and procedures to ensure the continuation of these functions in the event of an unforeseen event. The Business Continuity Plan is a plan to continue operations if a place of business is affected by different levels of disaster which can be localized short term disasters, to days long building wide problems, to a permanent loss of a building. Such a plan must explain how the Contractor would recover its operations or move operations to another location after damage by events like natural disasters, theft, or flooding. Up to 5 rated points will be awarded using the Scoring Grid and multiplied by a factor of 20.		20	/100
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R.10	<p>Contingency and Transition Plan. (Maximum 100 points)</p> <p>Rated points will be awarded for a Contingency and Transition Plan identifying the challenges that they expect to encounter from the completion of construction up to the end of the transition period including the in-service date of January 1, 2018 where the IHC is to be fully functional providing services to all occupants as described in the SOW. This plan include the Contractor's understanding of the types of challenges that may be expected during the transition period from the current IHC facility to the new IHC facility while allowing CBSA's program to remain in full operation, which includes but is not limited to the movement of all persons into the facility, and for the Contractor to propose concrete solutions to address them in order to meet the in-service date. The Transition Plan must address the following considerations while accounting for minimal operational disruption to CBSA's detention program:</p> <ul style="list-style-type: none"> a) Continuity of services; b) Minimization of costs; c) Time transition takes to accomplish move-in; d) All contingencies accounted for within transition plan; and e) Elimination or minimization of impact on IRB operations. <p>Up to 5 rated points will be awarded using the Scoring Grid and multiplied by a factor of 20.</p>		20	/100
R.11	<p>Food and Beverage Service to Detainees Plan. (Maximum 100 points)</p> <p>Rated points will be awarded for a comprehensive plan related to providing the food and beverage service to Detainees. of food and beverage services Concrete menu examples (breakfast, lunch, and dinner) should be included, taking into account considerations for special dietary needs, religious requirements, minor children's requirements, spikes in Detainee volume and the 24 hour, 7 day a week nature of the operation. Menu examples must be developed on a 4-week period basis, and should demonstrate variety and quality of food.</p> <p>Up to 5 rated points will be awarded using the Scoring Grid and multiplied by a factor of 20.</p>		20	/100

TOTAL / 1360

Solicitation No. - N° de l'invitation
47636-187661/A

Client Ref. No. - N° de réf. du client
47636-187661

Amd. No. - N° de la modif.

File No. - N° du dossier
TOR-

Buyer ID - Id de l'acheteur
tor224

CCC No./N° CCC - FMS No./N° VME

1.13. Additional Point Rated Criteria

Since it is not mandatory that the following rated requirement be included in the bid, it is not included in the overall 65% minimum calculation of the Rated Evaluation Criteria.

#	Rated Criteria	Evaluator's Use only		
		Rating Receive	Multiplication Factor	Points Available
AR1	<p>The provision of leased space, suitable for use by the Immigration and Refugee Protection Board (IRB), is desirable. If proposed, the IRB space must include office space, front reception, hearings rooms and other special purpose space, which meets or exceeds the requirements detailed in the Annex H, Appendix 1.</p> <p>It is not a mandatory requirement that Bidders provide space for the IRB; however, it is desirable to have both departments located within the IHC. For those Bidders who are proposing to provide space for the IRB, additional rated points will be awarded to bidders who demonstrate that they can meet all of the requirements detailed in the RFP's Annex H, Appendix 1, bullets 1 - 8, and provide the certification detailed in the RFP Part 5, article 1.1.3 in order to be awarded the full 500 points. No partial points will be awarded.</p>			/500

Annex H Immigration Refugee Board (IRB) Lease

Appendix 1

Reference is made on Part 1, Article 2. of the RFP to the lease of separately demised space to Public Works and Government Services Canada (PWGSC) for occupancy and use by the Immigration and Refugee Board (IRB). The IRB is an independent administrative tribunal which reports to Parliament through the Minister of Citizenship and Immigration. It is institutionally independent of both Citizenship and Immigration Canada (CIC) and CBSA. Function performed by the IRB at the IHC include conducting detention reviews of persons detained by Canada, and presiding over admissibility hearings.

Space offered for Lease to PWGSC for occupancy and use by IRB must:

1. be comprised of 556.7 usable square metres (Um²) of demised space;
2. be contiguous and located on one floor (i.e. leased space cannot be broken into two or more smaller spaces totalling 556.7 Um²);
3. be fully demised and not within CBSA's secure perimeter;
4. be efficient for IRB's design layout and operations (i.e. a very long and narrow space configuration may not be efficient);
5. provide public parking spaces in close proximity to the IRB public entrance; No specific number of spaces are required. Building codes and bylaws determines the number of spaces required on lands;
6. be within 600 metres of a public transit stop (specifically within 600 metres of the separate public entrance to the IRB space) providing regularly scheduled transit service seven days a week and connected to the building by municipal sidewalks;
7. accommodate telecommunication, data communications requirements including video conferencing and an independent security system for the exclusive use of the IRB; and
8. satisfy each mandatory requirement listed below
(Bidder must sign a certification included in PART 5, article 1.3 acknowledging and agreeing to be in full compliance with each mandatory requirement)
 - a) Bidder must, upon request by PWGSC, submit to PWGSC an Offer to Lease in consideration of office space for occupancy and use by IRB ("IRB Space") in the form contained in, Appendix 2, (titled "Specimen Lease Offer Documentation Package") of this Annex H, such Offer to Lease shall be in accordance with all applicable terms and conditions contained in Appendix 2, including Contract Security in the amount of \$500,000.00;
 - b) Bidder must grant PWGSC a lease term identical to that of the CBSA IHC including all option periods;

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TOR-

CCC No./N° CCC - FMS No./N° VME

- c) Bidder must provide at its sole cost two separate entrances to the IRB Space , providing one entrance for exclusive use by the general public and one entrance for exclusive use by IRB staff with neither entrance requiring access through CBSA's secure perimeter;
- d) Bidder must provide at its sole cost separate washroom facilities for use by IRB clients and IRB staff within the IRB Space;
- e) Bidder must make the IRB Space available for completion of leasehold improvements not less than eighteen (18) weeks prior to commencement date of the lease at no cost to Canada;
- f) Bidder must install at its sole cost a minimum of two (2) elevating devices to facilitate access to the IRB Space in the event elevating devices are required; and
- g) Bidder at its sole cost must provide for and ensure that access to and within the leased space, (including parking), is fully accessible to persons with physical disabilities in full compliance with CSA Standard Accessible Design for the Built Environment CAN/CSA-B651-12.

Appendix 2

SPECIMEN LEASE DOCUMENTATION PACKAGE

Please see attached (164 pages).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

Protected B with attachments

GTA15-081

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Border Services Agency	2. Branch or Directorate / Direction générale ou Direction EIPD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance 5	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Provision of an Immigration Holding Center for the accommodation and care of persons detained under the Immigration and Refugee Protection Act.		
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 / Non <input type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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 / Non <input checked="" type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	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 A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Protected B with attachments

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?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes

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

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 - SIGHT
TRÈS SECRET - SIGHT | <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: CBSA Reliability Status required.
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

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes

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

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

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

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

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

Protected B with attachments



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

Protected B with attachments

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				CONSEC						
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret	
											A	B	C				
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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 ».

12. b) Will the document 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**APPENDIX 2 TO ANNEX H
SPECIMEN LEASE DOCUMENT PACKAGE**

**PWGSC's Invitation to Offer document
for**

**Immigration Refugee Board (IRB)
Leased Accommodation Project**

**Leasing Section
Real Property Services
Ontario Region**

Enquiries: (416) 512-5583

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PART 1	-	INVITATIONS TO OFFER INSTRUCTIONS TO OFFERORS AND REQUIREMENTS
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**INVITATION TO OFFER
INSTRUCTIONS TO OFFERORS
REQUIREMENTS**

INVITATION TO OFFERS AND REQUIREMENTS

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

1. CLOSING TIME AND DATE FOR RECEIPT OF IRREVOCABLE OFFER TO LEASE

- .1 To be eligible for consideration, the Irrevocable Offer to Lease, found in Part 2 of this Invitation to Offer document must be received at the address noted below no later than 02:00 PM, local time, on the _____ () day of _____, 2010.

Real Property Contracting
Ontario Region
Public Works and Government Services Canada
4900 Yonge Street, 12th Floor
Toronto, Ontario
M2N 6A6

- .2 Irrevocable Offers to Lease received after the Closing Time and Date shall not be opened, nor given any consideration whatsoever.
- .3 Irrevocable Offers to Lease may be revised, by letter or facsimile (**FAX #: (416-512-5544)**) provided such revisions are received at the above address no later than the Closing Time and Closing Date as stated in clause 1(.1) and identified by the project number.

2. ACCEPTANCE PERIOD

- .1 Irrevocable Offers to Lease 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 Irrevocable Offer to Lease found in Part 2 of this Invitation to Offer document.

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 technical requirements contained in Part 4 of this Invitation to Offer document 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:

Basic Office Space: **up to 556.7** square metres in usable area as defined and determined in accordance with the Measurement Instructions found in Part 3 of this Invitation to Offer document. The final useable square metres will be determined by the Lessee in its sole discretion.

- .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 Invitation to Offer document. In completing an Irrevocable Offer to Lease, Offerors shall set forth both the usable area and rentable area of the Leased Premises offered, in square metres, to no more one (1) decimal place.

5. TERM AND EXTENSIONS

- .1 The Lessee requires a lease term consistent with the term expressed in the CBSA Contract.
- .2 The Offeror shall submit an Irrevocable Offer to Lease based upon a uniform rental rate throughout the term.
- .3 The Lessee requires the right to extend the term of the Lease consistent with the options granted in the CBSA Contract on the same terms and conditions including rent.

6. COMMENCEMENT DATE OF THE LEASE

- .1 The Commencement Date of the Lease shall 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 and the standards for parking set forth in the Standards for Leased Accommodation of this Invitation to Offer document.

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 Part 3 – Specimen Lease). 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 Lessee) 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 CISD 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 CISD; 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 CISD/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 document.

9. **PREPARATION AND SUBMISSION OF AN IRREVOCABLE OFFER TO LEASE**

- .1 This Invitation to Offer document 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 Irrevocable Offer to Lease. The preparation and submission of an Irrevocable Offer to Lease 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 Invitation to Offer document, Offerors may submit an Irrevocable Offer to Lease 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 Invitation to Offer document. 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 Invitation to Offer document. 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 Invitation to Offer document.
- .3 An Irrevocable Offer to Lease shall include:
 - (a) a fully completed and executed Irrevocable Offer to Lease **signed and sealed**, found in Part 2 of this Invitation to Offer document;

- (b) Intentionally Deleted;
- (c) a hard copy and an electronic scaled AutoCAD 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;
- (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 either:

- (i) copy of 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 Irrevocable Offer to Lease; and must provide proof of registered ownership within this period;

- (g) A complete list of names of the entities according to the ownership nature of the Offeror.
- (h) 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 Irrevocable Offers to Lease. 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 Irrevocable Offer to Lease.

- .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 Irrevocable Offer to Lease with provisions, requirements and standards set out in this Invitation to Offer document;
 - (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;
 - (e) the information required by the clause 20 Integrity Provisions of the Part 2 - Irrevocable Offer to Lease;
 - (f) information on the Financial Institution account to which the Lessee will make rental payment by direct deposit, as stated in clause 5. "Method of payment" of Part 3 of this Invitation to Offer document. The Offeror will provide the following:
 - (i) a completed Direct Deposit Enrolment Form for Lessors as per Schedule H, Part 4 of the Invitation to Offer document; and
 - (ii) a void cheque
 - (g) 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;
 - (h) particulars of the floor loading capacities and population density for which the building will be, or has been designed;
 - (i) 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;
- (j) certified copy of applicable zoning by-law for the lands confirming that the proposed use is fully compliant therewith;
 - (k) 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;
 - (l) 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);
 - (m) 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 outside of the prior leased premises, 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 construction, 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 Invitation to Offer document;
 - (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 Intentionally Deleted.

.2 CONTRACT SECURITY

- (a) During the evaluation of the Irrevocable Offer to Lease, 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 Irrevocable Offer to Lease is accepted, oblige the financial institution, within five (5) days of the acceptance of the Irrevocable Offer to Lease, 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 (\$500,00.00)*** 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 Irrevocable Offer to Lease, 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 Irrevocable Offer to Lease when accepted, and any Lease and any agreement for Lessee's Improvements entered into pursuant to the Irrevocable Offer to Lease 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 Irrevocable Offer to Lease.

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:
 - (a) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (b) 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;

- (c) 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
 - (d) 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 subclause (.1), 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. EVALUATION

- .1 The evaluation of Irrevocable Offers to Lease received is an on-going process and the Lessee reserves the right to terminate any further consideration of any Irrevocable Offer to Lease 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 Irrevocable Offer to Lease may not be subject to further evaluation if, in the sole opinion of the Lessee, the Irrevocable Offer to Lease fails to meet or comply with the provisions, requirements or standards as set forth in this Invitation to Offer document.
- .4 An Irrevocable Offer to Lease will not be subject to further evaluation if, in the sole opinion of the Lessee, the Irrevocable Offer to Lease is conditional or qualified in any matter.
- .5 In carrying out the evaluation of the Irrevocable Offer to Lease:
 - (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 Irrevocable Offer to Lease 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 Irrevocable Offer to Lease 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 Irrevocable Offers to Lease 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.

15. ACCEPTANCE

- .1 The Lessee may accept any Irrevocable Offer to Lease whether it is the lowest or not, or may reject any or all Irrevocable Offers to Lease.
- .2 Upon acceptance of an Irrevocable Offer to Lease by the Lessee, the Offeror shall within **three (3) weeks** of 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 this Invitation to Offer document. Drawings must be scaled and in AutoCAD format showing all building elements and must be provided in both hard copy and electronic format.

16. LESSEE'S IMPROVEMENTS

- .1 In conformance with the provisions of the Irrevocable Offer to Lease, 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 Irrevocable Offer to Lease and set forth in this Invitation to Offer document.
- .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;
- (i) overall project management of tenant improvements.

ALL DRAWINGS SHALL BE PROVIDED ON AUTO CAD

17. JOINT VENTURE

- .1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Offerors who submit an Irrevocable Offer to Lease as a joint venture must indicate clearly that it is a joint venture and provide the following information for each member of the joint venture.
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture i.e. the member chosen by the other member(s) to act on their behalf (and evidence thereto), if applicable;
 - (d) the name of the joint venture, if applicable; and
 - (e) security clearance of each member as described in clause 8 of Part 1 - Invitation to Offer.
- .2 If the required information is not clearly provided in the Irrevocable Offer to Lease, the Offeror must provide the information on request from the Lessee.

- .3 Each member of the joint venture is jointly and severally liable of the obligations entered into by the Offeror in the Irrevocable Offer to Lease and any subsequent lease or Sub-agreement for Lessee's Improvements.

18. 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 Irrevocable Offer to Lease 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:

PART 2

IRREVOCABLE OFFER TO LEASE

1. NAME AND ADDRESS OF OFFEROR

- .1 This Irrevocable Offer to Lease 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: (____) _____

E-mail address: _____

2. IRREVOCABLE OFFER TO LEASE

- .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 Irrevocable Offer to Lease and the complete Invitation to Offer document for Lease Project Number _____.
- .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 (Rm ²)	USABLE (Um ²)
TOTAL		Rm ²	Um ²

as identified on the attached and initialed plans.

Note: If the space measurement is more than one (1) decimal place, for financial analysis the Lessee will hereby revise and round up the measurement to one (1) decimal place for each portion of space identified.

.4 Related Storage Space Offered:

FLOOR		MEASUREMENT m ²	
WHOLE	PART	RENTABLE (Rm ²)	USABLE (Um ²)
TOTAL =		Rm ²	Um ²

as identified on the attached and initialed plans.

Note: If the space measurement is more than one (1) decimal place, for financial analysis the Lessee will hereby revise and round up the measurement to 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 (Rm ²)			
	A	B	C	A + B + C =
	BASIC RENT	TAXES	BASIC UNIT OPERATING RATE *	TOTAL ALL-INCLUSIVE **
Basic Office	\$ /Rm ²	\$ /Rm ²	\$ /Rm ²	= \$ /Rm ²
Related Storage	\$ per Rentable Square Metre (Rm ²)			\$ /Rm ²
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 Invitation to Offer document).				
**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. INVITATION TO OFFER DOCUMENT

- .1 The Offeror acknowledges having read the whole of the Invitation to Offer document 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 Invitation to Offer document.
- .2 “Related Storage Space” means storage space finished to the standards for storage space set forth in the Standards for Leased Accommodation of this Invitation to Offer document.
- .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 subclause 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 Irrevocable Offer to Lease have been measured in accordance with the measurement instructions specified in the Lease Schedule entitled “Measurement Instructions” and agrees that if this Irrevocable Offer to Lease 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 Irrevocable Offer to Lease, 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 Irrevocable Offer to Lease, the Offeror shall provide the balance of the Leased Premises in a manner acceptable to the Lessee. If the Irrevocable Offer to Lease 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 Invitation to Offer document:

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

8. ADDITIONAL INFORMATION

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

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 Invitation to Offer document 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 Irrevocable Offer to Lease 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 Irrevocable Offer to Lease by the Lessee.

12. TERM OF LEASE AND OPTION TO EXTEND

- .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 Invitation to Offer document, 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 Invitation to Offer document.
- .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 Irrevocable Offer to Lease, 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 Invitation to Offer document are and shall be binding on the Offeror and Lessee from the date on which the Irrevocable Offer to Lease 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 Intentionally Deleted.

15. ACCEPTANCE PERIOD

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

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 Irrevocable Offer to Lease, 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 Irrevocable Offer to Lease;
 - (b) The Lessee, once having accepted an Irrevocable Offer to Lease for the project, may disclose any Irrevocable Offers to Lease 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 Irrevocable Offer to Lease 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 Irrevocable Offer to Lease 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. NO ASSIGNMENT

- .1 The Offeror shall not assign its rights in its Irrevocable Offer to Lease. Any purported assignment will result in the Irrevocable Offer to Lease being rejected and the Lessee will retain the Security Deposit provided by the Offeror. The Offeror that submits an Irrevocable Offer to Lease must remain the same throughout the entire process until after Lease execution.

20. INTEGRITY PROVISIONS

- .1 Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"
is a negotiated agreement between an Offeror/Lessor and the Minister of Public Works and Government Services as provided for in the *Ineligibility and Suspension Policy*.

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- (a) one controls or has the power to control the other, or
- (b) a third party has the power to control both.

"Control" means

- (a) direct control, such as where:

a person controls a body corporate if securities of the body corporate to which are attached more than 50 per cent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

- (i) a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 per cent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50 per cent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

- (b) deemed control, such as where:

A person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

- (c) indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

- (i) any securities of the entity that are beneficially owned by that person, and
- (ii) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means a person not eligible for lease award

"Suspension"

means a determination of temporary ineligibility by the Minister of Public Works and Government Services.

.2 Basic Requirements

- (a) Offerors must be eligible for Lease award under the *Ineligibility and Suspension Policy*. In addition, Offerors must respond to the Invitation to Offer in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the Invitation to Offer and resulting leases and real property agreements, and submit Irrevocable Offers to Lease as well as enter into leases, real property agreements and contracts only if they will fulfill all obligations of the Lease.
- (b) By submitting an Irrevocable Offer to Lease, Offerors confirm that they understand that being convicted of certain 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 incomplete 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 by the Minister of Public Works and Government Services, 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 under this clause.

.3 List of Names

- (a) Offerors who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Offerors bidding as societies, firms, or partnerships do not need to provide lists of names.

- (b) If the required list of names has not been received by the time the evaluation of offers 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 list of names is a mandatory requirement for Lease award.
- (c) The Offeror must immediately inform the Lessee in writing of any changes affecting the list of names of directors during this Invitation to Offer process.

.4 Request for Additional Information

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, validations from a third party qualified by the Minister of Public Works and Government Services, and other evidentiary elements proving identity or eligibility to enter into a lease with the Lessee. The Lessee may also verify the information provided by the Offeror, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

.5 *Lobbying Act*

By submitting an Irrevocable Offer to Lease, the Offeror certifies that neither it nor any of its 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*.

.6 Canadian Offences Resulting in Legal Incapacity

By submitting an Irrevocable Offer to Lease, the Offeror certifies that

- (a) it and the Affiliates of the Offeror have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the *Criminal Code* and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - (i) 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
 - (ii) 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
 - (b) the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a Lease as described in paragraph (a).
- .7 Canadian Offences

By submitting an Irrevocable Offer to Lease, the Offeror certifies that:

- (a) the Offeror and the Affiliates of the Offeror have not, in the last three years, from the Irrevocable Offer to Lease submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for Lease award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - (i) 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
 - (ii) 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
 - (iii) section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - (iv) section 327 (*False or deceptive statements*) of the Excise Tax Act, or

- (v) 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
- (vi) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*; or
- (b) the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for Lease award as described in paragraph (a).

.8 Foreign Offences

By submitting an Irrevocable Offer to Lease, the Offeror certifies that

- (a) the Offeror and its Affiliates have not, in the last three years, from the submission date of the Irrevocable Offer to Lease, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for Lease award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - (i) the court, before which the Offeror or the Affiliate of the Offeror appeared, acted within the court's jurisdiction;
 - (ii) the Offeror or the Affiliate of the Offeror appeared during the court's proceedings or submitted to the court's jurisdiction;
 - (iii) the court's decision was not obtained by fraud, and
 - (iv) the Offeror or the Affiliate of the Offeror was entitled to present to the court every defence that the Offeror or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- (b) it has not been convicted of or pleaded to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a Lease as described in paragraph (a).

.9 Ineligibility for Lease Award

- (a) The Offeror confirms that it understands that where it or any of its Affiliates has been convicted of certain offences, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the *Lobbying Act* subsections, the Offeror or its Affiliate is ineligible to be awarded a Lease, subject to a Public Interest Exception.
- (b) The Offeror confirms that it understands that it is ineligible for Lease award where it has been so determined by the Minister of Public Works and Government Services under the *Ineligibility and Suspension Policy* that the period of ineligibility or suspension has not expired.

.10 Declaration of Convicted Offences

Where an Offeror or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Offeror must provide with the Irrevocable Offer to Lease the completed Declaration Form (Annex A), to be given further consideration in the Invitation to Offer process.

.11 Period of Ineligibility

The following rules determine the period for which an Offeror or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a Lease or a contract:

- (a) for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which an Offeror or an Affiliate of the Offeror has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a Lease or a contract is indefinite, subject to the Canadian Pardons subsection.
- (b) subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which an Offeror or an Affiliate of the Offeror has pleaded guilty or been convicted of, as the case may be, in the last three years, from the submission date of the Irrevocable Offer to Lease, the period of ineligibility for Lease and contract award is ten years from the date of determination by the Minister of Public Works and Government Services, subject to the Canadian Pardons and Foreign Pardons subsections.
- (c) subject to an Administrative Agreement, for violations of matters referenced in *Lobbying Act* subsection for which an Offeror or an

Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the submission date of the Irrevocable Offer to Lease, the period of ineligibility for Lease and contract award is ten years from the date of determination by the Minister of Public Works and Government Services, subject to the Canadian Pardons and Foreign Pardons subsections.

.12 Canadian Pardons

A determination of ineligibility to enter into government real property agreements or contracts will not be made or maintained by the Minister of Public Works and Government Services under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- (a) been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- (b) been granted a pardon under Her Majesty's royal prerogative of mercy;
- (c) been granted a pardon under section 748 of the *Criminal Code*;
- (d) received a record of suspension ordered under the *Criminal Records Act*; and
- (e) been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

.13 Foreign Pardons

A determination of ineligibility for entering into government real property agreements or contracts may not be made or maintained, as the case may be, by the Minister of Public Works and Government Services in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

.14 Suspension of Period of Ineligibility

The Offeror confirms that it understands that a determination of ineligibility for entering into government real property agreements and

contracts made under these Integrity Provisions may be abridged or suspended by the Minister of Public Works and Government Services through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Offeror or its Affiliate and the right to participate in a given Invitation to Offer process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after they have been concluded.

.15 Period of Ineligibility for Providing False or Misleading Information

The Offeror confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of Public Works and Government Services will declare an Offeror to be ineligible to be awarded real property agreements and contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of Public Works and Government Services.

.16 Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of Public Works and Government Services will lengthen the period of ineligibility for a period to be determined by the Minister of Public Works and Government Services.

.17 Suspension of an Offeror

The Offeror confirms that it understands that the Minister of Public Works and Government Services may suspend an Offeror from being awarded a real property agreement or a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Offeror has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Offeror has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of Public Works and Government Services. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on an Offeror by the Minister of Public Works and Government Services.

.18 Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a period of ineligibility to be

awarded real property agreements or contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Offeror must provide with its Irrevocable Offer to Lease a confirmation from an independent third party, recognized in advance by the Minister of Public Works and Government Services, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this Irrevocable Offer to Lease non-responsive.

.19 Subcontractors

The Offeror must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting Lease.

.20 Public Interest Exception

The Offeror confirms that it understands:

- (a) that, with the exception of a legal incapacity to enter in a real property agreement or a contract resulting from section 750 (3) of the *Criminal Code*, the Lessee may enter in a real property agreement or a contract with an Offeror, or any of its Affiliates, which have been convicted or pled guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsection, where the Lessee considers it necessary to the public interest for reasons which include, but are not limited to:
 - (i) the need is one of pressing emergency in which delay would be injurious to the public interest;
 - (ii) the Offeror is the only person capable of performing the real property agreement or contract;
 - (iii) the real property agreement or contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and
 - (iv) not entering into the real property agreement or contract with the Offeror would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- (b) the Lessee may only enter into a real property agreement or contract with an Offeror under this subsection where the ineligible Offeror has concluded an Administrative Agreement with the Minister of Public Works and Government Services, on such terms

and conditions that are necessary to safeguard the integrity of the Invitation to Offer process and can apply to any real property agreement or contract. The Administrative Agreement need not be concluded in advance of the solicitation.

.21 Non-application

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

21. 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.

22. EXECUTION OF THE IRREVOCABLE OFFER TO LEASE

- .1 The Lessee requires that each Irrevocable Offer to Lease be signed by the Offeror or by an authorized representative of the Offeror, before the closing date and time of receipt of Irrevocable Offers to Lease, and if not they will be rejected. If the Irrevocable Offer to Lease is submitted by a joint venture, it must be in accordance with clause 17 of Part 1 of this Invitation to Offer document.
- .2 **Furthermore, the Offeror must prove to the Lessee, when submitting its Irrevocable Offer to Lease that the representative is duly authorized.** In the event of a failure to do so, the Lessee will request the said proof and failure to comply with that request will result in the Irrevocable Offer to Lease being rejected.
- .3 The following is a **guideline** to ensure that an Irrevocable Offer to Lease is correctly executed in accordance with the particular Ownership nature. The Irrevocable Offer to Lease should be executed in accordance with the following:
- (i) **Corporation or Joint Stock Company** - The signatures of the authorized signatories shall be affixed and their names and titles typed or printed in the space provided. The corporate seal shall also be affixed. If the corporate seal is not affixed to the Irrevocable Offer to Lease, the signatures shall be witnessed and proof of signing authority shall accompany the Irrevocable Offer to Lease.

- (ii) **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 the Irrevocable Offer to Lease or in the event that the signatory is not a partner, then a certified true copy of the agreement signed by all partners authorising any such signatory to execute the Irrevocable Offer to Lease on their behalf shall accompany the Irrevocable Offer to Lease.

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

- (iii) **Sole Proprietorship or An Individual doing business under a firm 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 authorising any such signatory to execute the Irrevocable Offer to Lease shall accompany the Irrevocable Offer to Lease.

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

- (iv) **Joint Venture -** The signature of all the members of the joint venture shall be affixed and the names typed or printed in the space provided unless one member has been appointed to act on behalf of all members of the joint venture. The Lessee may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of submitting the Irrevocable Offer to Lease.

23. 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

ANNEX A



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Protected “B” when completed

Declaration Form

Please include this completed *Declaration Form*, when required as per the Integrity Provisions, with your Irrevocable Offer to Lease. The Declaration Form shall be provided in a sealed envelope labelled with the following information:

- **Complete Legal Name of Offeror**
- **Lease or solicitation number**

Complete Legal Name of Offeror:	
Offeror’s address:	
Offeror’s PBN number:	
Lease or solicitation number:	
Closing date of the Invitation to Offer: (YY-MM-DD)	

Have you ever, as the Offeror, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions ¹ :			
	Yes	No	Comments
Financial Administration Act			
80(1) d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	
80(2): Fraud against Her Majesty			
154.01: Fraud against Her Majesty			
Criminal Code			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	
124: Selling or Purchasing Office			
380: Fraud - committed against Her Majesty			
418: Selling defective stores to Her Majesty			
In the last 3 years, have you, as the Offeror, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions ¹ :			
	Yes	No	Comments
Criminal Code			
119: Bribery of judicial officers,...	<input type="checkbox"/>	<input type="checkbox"/>	
120: Bribery of officers			
346: Extortion			
366 to 368: Forgery and other offences resembling forgery			
382: Fraudulent manipulation of stock exchange transactions			
382.1: Prohibited insider trading			
397: Falsification of books and documents			
422: Criminal breach of Contract			
426: Secret commissions			

¹ for which no pardon or equivalent has been received

462.31: Laundering proceeds of crime		
467.11 to 467.13: Participation in activities of criminal organization		
Competition Act		
45: Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>
46: Foreign directives		
47: Bid rigging		
49: Agreements or arrangements of federal financial institutions		
52: False or misleading representation		
53: Deceptive notice of winning a prize		

	Yes	No	Comments
Corruption of Foreign Public Officials Act			
3: Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	
4: Accounting			
5: Offence committed outside Canada			
Controlled Drugs and Substance Act			
5: Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	
6: Importing and exporting			
7: Production of substance			
Other Acts			
239: False or deceptive statements of the Income Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	
327: False or deceptive statements of the Excise Tax Act			

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

PART 3

SPECIMEN LEASE

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Schedule “F”	Standards For Leased Accommodation
Schedule “G”	Direct Deposit Enrolment Form for Lessors

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 Schedule “B1” 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 Schedule B2 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 Schedule B3 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 B4 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 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”. 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 4 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 to 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 Irrevocable Offer to Lease.)*

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, by the parking space rate.
- .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 space 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 “D” 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 **Interpretation:** For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement with the Minister of Public Works and Government Services as provided for in the Ineligibility and Suspension Policy.

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- (i) one controls or has the power to control the other, or
- (ii) a third party has the power to control both.

"Control" means

- (i) direct control, such as where:
 - (1) a person controls a body corporate if securities of the body corporate to which are attached more than 50 per cent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (2) a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 per cent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - (3) a person controls an unincorporated entity, other than a limited partnership, if more than 50 per cent of the ownership interests, however designated, into which the

entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

- (4) the general partner of a limited partnership controls the limited partnership; and
- (5) a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

- (ii) deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

- (iii) indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (c)(i) or (c)(ii), an entity where the aggregate of

- (1) any securities of the entity that are beneficially owned by that person, and
- (2) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(iii)(2) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility" means
a person not eligible for Lease award.

"Suspension" means
a determination of temporary ineligibility by the Minister of Public Works and Government Services.

.2 Basic Requirements

The Lessor must comply with the terms set out in these Integrity Provisions.

.3 Termination Rights

The Lessor confirms that it understands that convictions of certain offences, a false declaration in its Irrevocable Offer to Lease, a false declaration under the Lease or failing to maintain up-to-date information requested may lead to a termination for default. If the Lessor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions

during the Lease Term and any option to extend, the Lessee may, following a notice period, terminate the Lease for default under this clause. 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.

.4 List of Names

The Lessor must immediately inform the Lessee in writing of any changes affecting the list of names of directors and owners during the Lease Term and any option to extend.

.5 Information Verification

The Lessor certifies that it is aware, and its Affiliates are aware, that the Lessee may verify at any time during the Lease Term and any option to extend, the information provided by the Lessor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. The Lessee may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to enter into a Lease with the Lessee.

.6 Lobbying Act

The Lessor certifies that neither it nor its 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 Canadian Offences Resulting in Legal Incapacity

- (a) The Lessor has certified that neither it nor its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - (i) 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
 - (ii) 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

- (b) the Lessor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission the acts or offences that would render that Affiliate ineligible to be awarded a Lease under paragraph (a).

.8 Canadian Offences

The Lessor has certified that:

- (a) it and its Affiliates have not, in the last three years, from the date of Lease award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for Lease award under these Integrity Provisions, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - (i) 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
 - (ii) 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
 - (iii) section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - (iv) section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - (v) 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

- (vi) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act, or
- (b) the Lessor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission the acts or offences that would make that Affiliate ineligible for Lease award.

.9 Foreign Offences

The Lessor has certified that:

- (a) it and its Affiliates have not, in the last three years, from the date of Lease award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Lessee's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which they would be ineligible for Lease award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
 - (i) the court before which the Lessor or the Affiliate of the Lessor appeared acted within the court's jurisdiction;
 - (ii) the Lessor or the Affiliate of the Lessor appeared during the court's proceedings or submitted to the court's jurisdiction;
 - (iii) the court's decision was not obtained by fraud, and
 - (iv) the Lessor or the Affiliate of the Lessor was entitled to present to the court every defence that the Lessor or the Affiliate of the Lessor would have been entitled to present had the proceeding been tried in Canada; or
- (b) it has certified that it has not been convicted or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a Lease under paragraph (a).

.10 Ineligibility to Enter into a Lease with the Lessee

- (a) The Lessor confirms that it understands that if after Lease award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be

ineligible to enter into a Lease with the Lessee. If, after Lease award, a Lessor becomes ineligible for Lease award, the Lessee may, following a notice period, declare the Lessor to be ineligible and, to the extent that a Lease has been awarded,

- (i) terminate the Lease for default; or
 - (ii) require the Lessor to enter into an Administrative Agreement with the Minister of Public Works and Government Services on such terms and conditions as are necessary to safeguard the integrity of the leasing process.
- (b) The Lessor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to enter into a Lease with the Lessee. If, after Lease award, an Affiliate of a Lessor becomes ineligible to enter into a Lease with the Lessee, the Lessee may, following a notice period, declare the Lessor to be ineligible and, to the extent that a Lease has been concluded:
 - (i) terminate the Lease for default if, in the opinion of the Lessee, there is evidence that the Lessor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
 - (ii) require the Lessor to enter into an Administrative Agreement with the Minister of Public Works and Government Services on such terms and conditions as are necessary to safeguard the integrity of the leasing process.
- (c) The Lessor confirms that it understands that where it has been declared to be ineligible to enter into a Lease with the Lessee under the *Ineligibility and Suspension Policy*, it is also ineligible to enter into a real property agreement with the Lessee under these Integrity Provisions for the duration of the period that has been determined by the Minister of Public Works and Government Services. Where the Lessor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after Lease award, the Lessee may, following a notice period:
 - (i) terminate the Lease for default; or
 - (ii) require the Lessor to enter into an Administrative Agreement with the Minister of Public Works and Government Services on such terms and conditions as are necessary to safeguard the integrity of the leasing process.

- (d) The Lessor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the *Lobbying Act* subsection, it is ineligible enter into a Lease with the Lessee under these Integrity Provisions for the duration of the period that has been determined by the Minister of Public Works and Government Services. Where the Lessor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after Lease award, the Lessee may, following a notice period:
 - (i) terminate the Lease for default; or
 - (ii) require the Lessor to enter into an Administrative Agreement with the Minister of Public Works and Government Services on such terms and conditions as are necessary to safeguard the integrity of the leasing process.
- .11 **Declaration of Offences Committed**
The Lessor understands that it has a continuing obligation to immediately declare all convictions to the Lessee under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
- .12 **Period of Ineligibility**
The following rules determine the period for which a Lessor or its Affiliate that has been convicted of certain offences is, ineligible to enter into a Lease with the Lessee:
- (a) for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Lessor or its Affiliate has pleaded guilty or has been convicted of, the period of ineligibility to be awarded a real property agreement and/or a contract is indefinite, subject to the Canadian Pardons subsection;
 - (b) subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Lessor or its Affiliate has pleaded guilty or been convicted of, as the case may be, in the last three years, the period of ineligibility to enter into a real property agreement with the Lessee is ten years from the date of determination by the Minister of Public Works and Government Services, subject to the Canadian Pardons and Foreign Pardons subsections;
 - (c) subject to an Administrative Agreement, for all breaches under *Lobbying Act* subsection for which a Lessor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to enter into a real property agreement with the Lessee

is ten years from the date of determination by the Minister of Public Works and Government Services.

.13 Canadian Pardons

A determination of ineligibility to enter into a real property agreements or contracts will not be made or maintained by the Minister of Public Works and Government Services under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Lessor or its Affiliate has:

- (a) been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- (b) been granted a pardon under Her Majesty's royal prerogative of mercy;
- (c) been granted a pardon under section 748 of the Criminal Code;
- (d) received a record of suspension ordered under the Criminal Records Act; and
- (e) been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

.14 Foreign Pardons

A determination of ineligibility to enter into a real property agreement or contract with the Lessee will not be made or maintained, as the case may be, by the Minister of Public Works and Government Services in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Lessor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of the Lessee, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

.15 Period of Ineligibility for Breaching Administrative Agreements

The Lessor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of Public Works and Government Services will lengthen the period of ineligibility for a period to be determined by the Minister of Public Works and Government Services.

.16 Obligations on Subcontractors

The Lessor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Lease or Contract, the Lessor will not enter into a subcontract with a company that has been convicted or pleaded guilty or an Affiliate of the company has been convicted or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of Public Works and Government Services. Where the Lessor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by the Lessee, the Minister of Public Works and Government Services will declare the Lessor to be ineligible to enter into a real property agreement or a contract with the Lessee for a period of five years.

.17 **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 (c) 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 (b) 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, including the Leased Premises;
 - (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 this Clause 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 this Clause.
 - (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 - Secret – Top Secret) 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: _____

REGIONAL MANAGER, LEASING
REAL PROPERTY SERVICES
PUBLIC WORKS AND GOVERNMENT
SERVICES CANADA
ONTARIO REGION

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****TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>TITLE</u>
<u>GENERAL REQUIREMENTS</u>	1. Safety
	2. Inspections
	3. Hours of Work
	4. Supplies
	5. Security
	6. Emergency Cleaning
	7. Uniforms
<u>SCOPE OF WORK</u>	1. General Requirements
	2. Routine Daily Cleaning Operations
	3. Weekly
	4. Monthly
	5. Scheduled Cleaning Operations
	6. Snow Removal
	7. Landscaping
	8. Recycling

GENERAL REQUIREMENTS

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.

IN WITNESS WHEREOF, the Lessor has signed this Sub-agreement in the City of
..... on the _____ day of _____, 20____, and the Lessee has signed
this Sub-agreement in the City of Toronto on the ____ day of _____, 20____.

EXECUTED IN THE PRESENCE)
of:)
)

)
) _____
) (Print name of Signatory and Title)
) (Duly authorized officer of the Lessor)

HER MAJESTY THE QUEEN in
Right of Canada, as represented by the
Minister of Public Works and
Government Services

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: _____ <div style="text-align: right;">c/s</div>
ELECTRICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <div style="text-align: right;">c/s</div>
MECHANICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <div style="text-align: right;">c/s</div>
FIRE PROTECTION Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <div style="text-align: right;">c/s</div>

Defects, Faults, Incomplete Work, etc.		
Description of Defect, Fault or Incomplete Work	Estimated Cost for correction or completion	
	Defects or Faults	Incomplete Work
Sub-totals		
Grand Total		

The work noted in Part C above will be rectified on or before the ____ day of _____, 20__.

Date _____

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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B4	ELECTRICAL STANDARDS
B5	LESSEE'S IMPROVEMENTS

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), requirements of Building Owners and Managers Association (BOMA) BOMA BEST Level 1 http://www.bomagogreen.com/fag_ggc.html, 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 setout 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.
- .9 The site shall have access to public parking. Public parking must be within five hundred (500) meters of the Building.
- .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-B651-12 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 elevators in building 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.

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 louvre 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.

6. STORAGE

- .1 Storage area shall be free of water leakage or seepage.
- .2 A minimum clear finished ceiling height of 2450 mm shall be available throughout.
- .3 Storage area shall be enclosed with masonry or concrete walls to the underside of the structural slabs or beams, or with material acceptable to the Lessee.
- .4 Floors, ceilings and walls of the storage area shall be finished with paint, sealant or equal, to prevent formation of dust.
- .5 The variance in floor levels shall not be greater than 12 mm over a radius of 14 metres.
- .6 Doors shall be hollow metal with pressed steel frames. Doorways to the storage area shall be 1500 mm minimum width. Doors shall be equipped with throw-bolts and dead bolts, security locks and automatic door closing mechanisms.
- .7 Storage areas shall have continuous positive ventilation at the rate of one (1) air change per hour.
- .8 The lighting system of the storage area shall be separately switched and provide 325 lux of illumination at floor level once the Lessee's Improvements are completed.
- .9 Storage areas shall have electrical outlets every 5 metres on the peripheral walls.

SECTION B3 - MECHANICAL STANDARDS**1. GENERAL**

1. The Lessor shall manage the operation of the building and provide evidence upon request to a standard equivalent to BOMA BEST Level 1, LEED EB or equivalent if both of the following conditions are applicable to the Leased Premises:
 - (a) is equal or greater than 500 to 10,000 square metres in rentable area; and
 - (b) is 50% or more of the Building.
2. Mechanical systems shall be compatible and coordinated with the architectural, structural, electrical and other project systems.
3. Systems and equipment shall be fail-safe consistent with required reliability of service.
4. 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.
- .5 The Lessor shall provide plumbing systems in compliance with Ontario Plumbing Code and National Plumbing Code.
- .6 The Lessor shall provide fire protection systems to meet the requirements of Fire Protection Services, Labour Program, HRSDC.

- .7 Boiler rooms shall be separate from, but may be adjacent to, mechanical equipment rooms containing air-handling equipment.
- .8 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”.
- .9 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-B651-12)
 - (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-B651-12 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 junction box with the panel and circuit number on red Dymo tape.
- .3 Junction boxes shall be securely fastened to the slab above and 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 junction circuit.

6. COMMUNICATION SYSTEM

- .1 The Lessor will at its sole cost and expense, supply and install and/or arrange and facilitate the installation of, an empty voice and data communications conduit system with sufficient size to accommodate the Lessee's requirements for the term of the Lessee's occupancy providing direct connection of the communication service provider's local/street service box/access point(s) to the main communications room servicing the Building.
- .2 The Lessor shall provide an empty conduit system for voice and data communication systems directly from the main communications room servicing the Building through to the Building's communication riser room on the same floor servicing the tenant to the Lessee's communications room in the Leased Premises. The minimum conduit requirement includes for two (2) conduits with a diameter of 53mm each.
- .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”

DIRECT DEPOSIT ENROLMENT FORM FOR LESSORS



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Protected "B" when completed
Protégé « B » lorsque rempli

DIRECT DEPOSIT ENROLMENT FORM FOR LESSORS

PRIVACY NOTICE The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

You can send this form and a void cheque either by:

1. By submitting information to the address of the regional office as specified in the "Notice" clause of your lease, or
2. By digitizing the information and sending it to Leasing.Location@pwgsc.gc.ca.

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.

PART A - PARTIE A

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		
	City, Town Ville	Postal Code Code postal		
2)	Authorized Representative's Name Nom du représentant autorisé			
	Email Address Adresse courriel	1. <input type="text"/>		
		2. <input type="text"/>		
	Telephone Téléphone	<input type="text"/>	Fax Télécopieur	<input type="text"/>
3)	Procurement Business Number (PBN) Numéro d'entreprise - approvisionnement (NEA)	<input type="text"/>		

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		
P.O. Box / C.P. 000		Cheque No.	0000000
City / Ville, Canada, H0H 0H0		No. De chèque	
Pay to the order of			
Payez à l'ordre de		\$	
		Dollars	
		Signature	
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Void Nut

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.

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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