



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

THIS DOCUMENT CONTAIN A SECURITY
REQUIREMENT

CE DOCUMENT CONTIENT UNE EXIGENCE EN
MATIÈRE DE SÉCURITÉ

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Business Management and Consulting Services Division /
Division des services de gestion des affaires et de
consultation
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Lease Brokerage Services	
Solicitation No. - N° de l'invitation EP157-140570/A	Date 2013-12-12
Client Reference No. - N° de référence du client 20140570	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZG-419-26691	
File No. - N° de dossier 419zg.EP157-140570	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-24	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lam, Daphne	Buyer Id - Id de l'acheteur 419zg
Telephone No. - N° de téléphone (819) 956-1074 ()	FAX No. - N° de FAX (819) 956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein Voir aux présentes	

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

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File No. - N° du dossier

419zgEP157-140570

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419zg

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20140570

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Please see attached Request for Proposal (RFP) document

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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 Attachments include Pricing Schedule, Evaluation Procedures, and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Insurance Requirements, Task Authorization Form, and Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs.

2. Summary

2.1 The Real Property Branch (RBP) of Public Works and Government Service Canada (PWGSC) requires the services of a contractor to provide real estate leasing services in the National Capital Area (NCA), which includes Ottawa and Gatineau, for the period expected to be date of the contract to March 31, 2019, with three additional 1-year options to extend on the same terms and conditions save and except on the last option to extend, this right of extension. The work will commence on April 1, 2014.

Services will be related to: office space for occupancy by federal government departments and agencies. This includes negotiating directly with an identified Offeror for renewals, extensions, warehouse, storage and parking agreements, rooftop licenses, lease terminations, assignments, sublets and amending agreements related to the aforementioned. New leases may also be considered; retail and office space for third-party occupancies in Canada-Owned Buildings managed directly by PWGSC; this is referred to as Commercial Letting Services in the Statement of Work (**SOW**); and lease advisory/consultancy services in support of Lease/Commercial Letting operations

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Canada expects that the majority of leasing services will entail negotiations with Lessors with respect to office space renewals

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) web site.

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.

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PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: 120 calendar days.

2. Submission of Bids

Bids must be submitted only to PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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.

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"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 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 Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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. Basis for Canada's Ownership of Intellectual Property

RPB of PWGSC 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 ground: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

7. Bidders' Conference

A bidders' conference will be held at the Government Conference Centre, 2 Rideau Street, Ottawa, Ontario on January 8, 2014. The conference will begin at 9:00 am, in the Sussex Room. The scope of the requirement outlined in the bid solicitation will be reviewed during the

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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 names of the person(s) who will be attending and a list of issues they wish to table at least five (5) working days before the scheduled conference.

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. 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 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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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 and 1 soft copy on CD/DVD)
Section II: Financial Bid (1 hard copy and 1 soft copy on CD/DVD)
Section III: Certifications (2 hard copies); and
Section IV: Additional Information (2 hard copies).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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; and
- (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](#).

To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B, clause 1.2, Financial Evaluation, of Part 4.

1.4 Bidders should include the following information in their financial bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to
 - a) their bid; and
 - b) any contract that may result from their bid.

1.6 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation.

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

- For Part 2, article 3, Former Public Servant: the required answer to each question and, as applicable, the required information; and
- For Part 6, article 1, Security Requirement:
 - the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and
 - the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, the all-inclusive fixed commission rates per rentable square meter (the Bidder must provide a rate for each of the forty boxes in Table 1 and twenty boxes in Table 2 below) and a firm all-inclusive daily rate (in table 3 below) -in Canadian dollars-.

1.0 TRAVEL AND LIVING:

The prices and rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- c) any travel and living expenses for the relocation of resources.

2.0 LABOUR:

2.1 COMMISSION FEES FOR LEASE SERVICES:

2.1.1 Office space lease acquisitions

For all work leading to and resulting in the signing of a lease for office space, as outlined in clause 5.1.9 of Annex A — Statement of Work (**SOW**), the Contractor will be paid a commission fee which will be calculated based on the applicable rate out of the forty rates provided in Table 1 below. Consequently, the Bidder must provide, in Table 1, forty all-inclusive fixed commission rates per rentable¹ square metre (m²r).

Table 1: Firm all inclusive fixed commission rates per m²r

Rentable Lease Area Ranges (m ² r)	Duration of Lease in years									
	1	2	3	4	5	6	7	8	9	10
1-500										
501-1,000										
1,001-1,500										
1,501-2,000										

Parking spaces are not included in the calculation of rentable areas. For leases with a partial year term, commission fees for the partial year period will be pro-rated on a

¹ For definition of «rentable» area, please refer to <http://www.tpsgc-pwgsc.gc.ca/biens-property/lctn-ls/annx-schdl-b-eng.html>.

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monthly basis, using the difference between the full year commission rate and the following year rate. Option years will not be considered for remuneration.

For example, if we consider a 1,000 m²r lease with a term of 5 years and 3 months. If the commission rates are \$35.00 for 5 year term and \$40.00 for 6 year term, the commission fees to be paid will be calculated as follows:

$$(\$35.00 \times 1,000 \text{ m}^2\text{r}) + ((\$40.00 - \$35.00) \times 1,000 \text{ m}^2 / 12) \times 3 \text{ months} = \$35,000 + \$1,250 = \$36,250$$

The same rationale applies to clause 2.1.2 below.

2.1.2 Commercial letting services

For all work leading to and resulting in the signing of a commercial letting agreement, as outlined in clause 5.2.7 of the SOW, the Contractor will be paid a commission fee which will be calculated based on the applicable rate out of the twenty rates provided in Table 2. Consequently, the Bidder must provide in the Table 2 below, twenty all-inclusive fixed commission rates per m²r.

Table 2: Firm all inclusive fixed commission rates per m²r

Rentable Lease Area Ranges (m ² r)	Duration of Lease in years									
	1	2	3	4	5	6	7	8	9	10
1-500										
501-1,000										

2.1.3 Conditions of payment for the work

2.1.3.1 Canada will pay the Contractor 100% of the all-inclusive commission fee calculated based on the applicable rate set out in Table 1 or Table 2 if Canada signs a lease for office space pursuant to clause 5.1.9 or a commercial letting agreement under clause 5.2.7 of the SOW that meets all the requirements agreed to in the initial task authorization (TA).

2.1.3.2 If the Contractor, at any stage, proposes an amendment to the requirements agreed to in the initial TA or presents to Canada a signed offer containing a proposed amendment related to any of the items listed below:

- a) an effective rental rate higher than the target rental rate, for office space;
- b) an effective rental rate lower than the target rental rate, for commercial letting;
- c) the lease term and/or options to extend;
- d) the lease commencement date;
- e) the geographical boundaries;
- f) the amount of rentable square metres to be leased and/or number of parking spaces;
- g) the type of lease or letting agreement; and
- h) the base building standards,

the Technical Authority may accept or reject the proposed amendment.

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If the Technical Authority accepts the proposed amendment by issuing an amended TA, Canada will pay the Contractor 75% of the commission fee calculated based on the applicable rate set out in Table 1 or Table 2 if Canada signs a lease for office space pursuant to clause 5.1.9 or a commercial letting agreement under clause 5.2.7.

2.2 FEES FOR LEASE ADVISORY/CONSULTANCY SERVICES IN SUPPORT OF LEASE/COMMERCIAL LETTING OPERATIONS:

The Bidder must identify in the Table 3 below one firm all-inclusive daily rate for the provision of lease advisory/consultancy work and services, for the overall resources:

Table 3: Firm all inclusive daily rate

SERVICES	FIRM ALL -INCLUSIVE DAILY RATE \$
Lease advisory/consultancy work	<i>Bidder to insert</i>

A day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.

3.0 CALCULATION OF TOTAL BID EVALUATED PRICE:

For the purpose of Total Bid Evaluated Price (TBEP), the following formula will be used:

$$\text{TBEP} = [(\text{total evaluated price for office space lease acquisitions} \times 70\%) + (\text{total evaluated price for commercial letting services} \times 15\%) + (\text{total evaluated price for lease advisory/consultancy services} \times 15\%)]$$

In the formula, above:

Using the mid-point of each lease area range and the sum of fees identified under **Table 1**:

$$\begin{aligned} \text{Total evaluated price for office space lease acquisitions} = & [(\text{sum of all fees quoted under lease area } 1\text{-}500\text{m}^2\text{r}) \times 250\text{m}^2\text{r}] \\ & + [(\text{sum of all fees quoted under lease area from } 501\text{-}1,000\text{m}^2\text{r}) \times 750\text{m}^2\text{r}] \\ & + [(\text{sum of all fees quoted under lease area from } 1001\text{-}1,500\text{m}^2\text{r}) \times 1,250\text{m}^2\text{r}] \\ & + [(\text{sum of all fees quoted under lease area from } 1501\text{-}2,000\text{m}^2\text{r}) \times 1,750\text{m}^2\text{r}] \end{aligned}$$

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Using the mid-point of each lease area range and the sum of fees identified under **Table 2**:

Total evaluated price for commercial letting services=

[(sum of all fees quoted under lease area 1-500m²r x 250m²r)
+[(sum of all fees quoted under lease area from 501-1,000m²r) x 750m²r]

Total evaluated price for lease advisory/consultancy services=

Quoted firm all inclusive daily rate under **Table 3** x 200 days

4.0 EXAMPLE OF CALCULATION OF TBEP:

4.1 Calculation of evaluated price for office space lease acquisitions (Table 1)

If a Bidder provides the commission fees in table columns 1 to 10 below, using the formula given in 3.0 above, the evaluated price for office space lease acquisitions would be as indicated below, in column A:

Rentable Lease Area Ranges (m ² r)	Duration of Lease (Years)										(A) Total
	1	2	3	4	5	6	7	8	9	10	
1-500	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$41.00	\$47.00	\$53.00	\$59.00	\$60.00	\$108,750.00
501-1,000	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$40.00	\$46.00	\$46.00	\$57.00	\$55.00	\$314,250.00
1,001-1,500	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00	\$52.00	\$465,000.00
1,501-2,000	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$29.50	\$34.00	\$38.50	\$43.00	\$45.00	\$551,250.00
Total evaluated price for office space lease acquisitions											\$1,439,250.00

4.2 Calculation of evaluated price for commercial letting services (Table 2):

If the same Bidder provides the commission fees in table columns 1 to 10 below, using the formula given in 3.0 above, the evaluated price for commercial letting services is as indicated below, in column A:

Rentable Lease Area Ranges (m ² r)	Duration of Lease (Years)										(A) Total
	1	2	3	4	5	6	7	8	9	10	
1-500	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$41.00	\$47.00	\$53.00	\$59.00	\$60.00	\$108,750.00
501-1,000	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$40.00	\$46.00	\$46.00	\$57.00	\$55.00	\$314,250.00
Total evaluated price for commercial letting services											\$423,000.00

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4.3 Calculation of evaluated price for Lease advisory/consultancy services (Table 3):

If the Bidder provides the Firm All Inclusive daily Rate in the table below, using the formula given in 3.0 above, the evaluated price for Lease advisory/consultancy services is as indicated below:

Services	Firm all-inclusive daily rate (\$)	Level of effort (for evaluation purpose)	Total
Lease advisory/consultancy work	1,000.00	200 days	\$200,000.00
Total evaluated price for Lease advisory/consultancy services			\$200,000.00

4.4 Calculation of TBEP:

Using the total evaluated prices stated from 4.1 to 4.3 above,

$$\begin{aligned} \text{TBEP} &= (\$1,439,250.00 \times 70\%) + (\$423,000.00 \times 15\%) + (\$200,000.00 \times 15\%) \\ &= \$1,007,475.00 + \$63,450.00 + \$30,000.00 \\ &= \$1,100,925.00 \end{aligned}$$

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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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

1.2.3 Mandatory Financial Criteria

Refer to Attachment 1 to Part 4.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price per Point

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

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3. The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.

4. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price per point, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract

ATTACHMENT 1 to PART 4 EVALUATION PROCEDURES

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder* must provide the necessary documentation to support compliance with this requirement.

The term “Bidder” for the purposes of the Evaluation Procedures includes the parent, subcontractors, subsidiaries and affiliates entities.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)	
	Mandatory Technical Criterion
MT1	The Bidder must identify a Transaction Management Team comprised of a Senior Transaction Manager (Contract lead), Transaction Manager(s) (Broker(s)), Affiliate Broker(s) and a Lease Administrator. The Market Researcher(s) and Strategic Market Planner(s), Analyst(s) (Support) are as and when required personnel but must be available upon request.
MT2	<p>The Bidder must demonstrate that:</p> <p>MT2.1: The Senior Transaction Manager is a member in good standing with either the l'Organisme d'autorégulation du courtage immobilier du Québec (OACI) or the Real Estate Council of Ontario (“RECO”) and meets the registration requirements of the <i>Real Estate and Business Brokers Act</i>, 2002, S.O. 2002, Schedule C, as amended or successor acts then in effect;</p> <p>MT2.2: The Affiliate Broker is a member in good standing with either OACI or the RECO and meets the registration requirements of the <i>Real Estate and Business Brokers Act</i>, 2002, S.O. 2002, Schedule C, as amended or successor acts then in effect. The membership must be to the association that the Transaction Manager (Office) is not a member;</p> <p>MT2.3: The Transaction Managers (Office and Retail) are members in good standing with either OACI or RECO and meets the registration requirements of the <i>Real Estate and Business Brokers Act</i>, 2002, S.O. 2002, Schedule C, as amended or successor acts then in effect;</p> <p>MT2.4: The Retail Affiliate Broker is a member in good standing with either OACI or RECO and meets the registration requirements of the <i>Real Estate and Business Brokers Act</i>, 2002, S.O. 2002, Schedule C, as amended or successor acts then in effect. The membership must be to the association that the Transaction Manager (Retail) is not a member;</p> <p>The Bidder must submit a copy of all required licenses with their bid to demonstrate compliance.</p>

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MT3	<p>The Bidder must demonstrate that the proposed Transaction Management Team meets the following requirements:</p> <p>MT3.1: The Senior Transaction Manager must have a minimum of five (5) years' experience (prior to bid closing) in the position of senior lead point of contact in conducting lease transactions in Canada and must be located in either the City of Ottawa, Ontario or the City of Gatineau, Québec;</p> <p>MT3.2: The Transaction Manager (Office) must have a minimum of five (5) years' experience (prior to bid closing) in leasing office space in Canada and must be located in either the City of Ottawa, Ontario or the City of Gatineau, Québec;</p> <p>MT3.3: The Affiliate Broker must have a minimum of five (5) years' experience (prior to bid closing) in leasing office space in Canada and must be located in either the City of Ottawa, Ontario or the City of Gatineau, Québec;</p> <p>MT3.4: The Transaction Manager (Retail) has a minimum of five (5) years' experience (prior to bid closing) in commercial retail transactions in Canada and must be located in either the City of Ottawa, Ontario or the City of Gatineau, Québec;</p> <p>MT3.5: The Retail Affiliate Broker, has a minimum of five (5) years' experience (prior to bid closing) in commercial retail transactions in Canada and must be located in either the City of Ottawa, Ontario or the City of Gatineau, Quebec;</p> <p>MT3.6: The Transaction Manager (Office) has completed at least one (1) office lease transaction of five thousand rentable square metres (5,000m²r) and office lease transactions totaling fifty thousand rentable square metres (50,000m²r) within the past five (5) year period;</p> <p>MT3.7: The Transaction Manager (Retail) has completed at least one (1) retail lease transaction for five hundred rentable square metres (500 m²r) and retail lease transactions totaling five thousand rentable square metres (5,000m²r) within the past five (5) year period;</p> <p>MT3.8: The successful Bidder must be a member in good standing of the OACI or the RECO and have an affiliation agreement with a firm or representative in possession of a broker's license from the industry organization they are not a member of, being either OACI or RECO;</p> <p>MT3.9 The Lease Administrator must have a minimum of three (3) years' experience in lease document preparation;</p> <p>MT3.10 The support group, comprised of possibly a Market Researcher, Strategic Planner and Analyst must each have three (3) years' experience in their respective Real Estate field.</p> <p>To demonstrate compliance in each of the above experience areas, the Bidder must provide each team member's resume and provide, as a minimum, the following information on the MT3.6 and MT3.7 lease transactions:</p> <ul style="list-style-type: none">• Dates involved (year and month);• Client name and contact information (name, telephone/or fax number/or e-mail
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	address); <ul style="list-style-type: none">• Property or building name and details (location, type of use- retail or office space, private or government owner);• Lease term• Square Metres• Transaction value; and• Role of individual and the type of services provided (agent for landlord, agent for tenant or dual agency).
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2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Please refer to the numerical rating guide provided below (tables 1 to 11).

Each point rated technical criterion (RT1 to RT6 inclusively) should be addressed separately.

Bids which fail to obtain the required minimum number of points specified in each point rated technical criterion will be declared non-responsive. Bids which fail to obtain a minimum total of 70 points (70%) overall for the point rated technical criteria will be declared non-responsive.

Note: Dollar values identified herein are Canadian dollars and are based upon a "Net" rate per rentable sq. m².

	Point Rated Technical Criterion	Minimum Number of Points	Maximum Number of Points
RT1	Proposed Transaction Management Team	105	150
	The Bidder should describe the depth of the Transaction Management Team and back-up capacity proposed to deliver all elements of the resulting Contract including all its Annexes and explain how it will be effective. The Bidder should describe its approach to include at minimum the following; <ul style="list-style-type: none">- identify the various positions proposed for its team;- provide a description of the functions of each position;- identify head office functional support. <p>This will be rated to the extent that the proposed project team composition demonstrates an effective approach to delivering the required services.</p>		
RT2	Bidder's Understanding of the Requirements	105	150
	The Bidder's technical bid should describe the Bidder's understanding of the stated requirements of the RFP and approach to Providing Strategic Analytical Transactional Leasing Services by providing information on the following: 1) Outlining relevant issues and challenges required to complete a real estate lease transaction on behalf of PWGSC in the Cities of Ottawa, Ontario and Gatineau, Quebec;	35	50

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	2) Outlining and indicating how the Bidder will address and manage critical issues, including potential Conflicts of Interest, Market Impacts and Political Pressures;	35	50
	3) Indicating how the Bidder's corporate values and processes will ensure best value for Canada;	35	50
RT3	Project Team Experience in Office Real Estate Transactions	70	100
	<p>The Bidder should demonstrate the Transaction Management Team's experience by providing an example of an office space lease transaction where the project team approach was utilized within the last two (2) years (prior to bid closing) in Canada. The cited lease transaction must involve at least 5,000 m² of office space or a net transaction value of at least \$5M five million dollars with at least two members of the proposed project team having participated. The example must meet the stated requirement in order to be evaluated.</p> <p>The Bidder should provide the following information on the cited lease project:</p> <ul style="list-style-type: none"> • Dates involved (year and month); • Client name and contact information (name, telephone/or fax number/or e-mail address); • Property or building name and details (location, type of use for office space, private or government owner); • Lease term; • Transaction value; and • Role of individuals and the type of services provided (agent for landlord, agent for tenant or dual agency). <p>The following information will be rated:</p> <p>1) Description of the lease project and its relevance to the Statement of Work.</p> <p>2) Provision of a full complement of leasing services including, but not limited to, analysis, market research, options and lease acquisitions proposals.</p>	35	50
		35	50
RT4	Experience in Retail Real Estate Transactions	70	100
	<p>The Bidder should demonstrate the Transaction Management Team's experience by providing one example where the project team or a member have, within the last two years (prior to bid closing), conducted a retail space lease transaction in Canada. The cited lease project should involve at least 500m² of commercial space for a net transaction value of \$500,000.00. The Bidder should provide the following information on the cited lease project:</p> <ul style="list-style-type: none"> • Dates involved (year and month); • Client name and contact information (name, telephone/or fax number/or e-mail address); • Property or building name and details (location, type of use 		

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	<p>in retail);</p> <ul style="list-style-type: none"> • Lease term; and • Transaction value. <p>The following information will be rated:</p> <p>1) Description of the lease project and its relevance to the Statement of Work;</p> <p>2) Provision of a full complement of leasing services including, but not limited to, analysis, market research, options and lease acquisitions proposals.</p>	35	50
RT5	Commercial Retail Space Planning	70	100
	<p>The Bidder is to explain its understanding of the strategic considerations in developing a Retail Leasing Plan in the context of a Federal Government complex.</p> <p>The following information will be rated:</p> <p>1) The Bidder's considerations are appropriate to the Federal Government Program;</p> <p>2) The extent in which the Bidder's Retail Leasing Plan addresses relevant issues and risk;</p>	35	50
RT6	Tenant Representation	70	100
	<p>The Bidder should demonstrate the project team's experience by providing one example where the project team or firm have, within the last two (2) years, conducted a transaction as a Tenant Representative in Canada. The cited lease project should involve at least 5,000m² of office space with a net transaction value of at least five million dollars (\$5,000,000.00) or at least 500m² of retail space with a net transaction value of five hundred thousand dollars (\$500,000.00).</p>		
Total of all of the point rated technical criteria		490	700

2.1 Rating Guide:

RT1: Bidder's Understanding of the Requirements:

The Bidder's technical bid should describe the Bidder's understanding of the stated requirements of the Statement of Work (SOW) and its approach to RT1 the related leasing services by providing information on the following:

Table 1 RT1

<p>The Bidder should describe the depth of the project team and back-up capacity proposed to deliver all elements of this RFP by describing the roles and responsibilities of the proposed individuals and their ability to deal with an increased workload and their resource back-up plan.</p> <p>This will be rated to the extent that the proposed team composition demonstrates an effective and efficient approach to delivering the required services. Up to a maximum of one hundred fifty (150)</p>
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points.	
Score	Description
0%	Unsatisfactory response. Information does not support team approach.
10%	Unsatisfactory response. Rated criterion is minimally addressed; roles and responsibilities are not defined.
30%	Unsatisfactory response. Rated criterion is moderately addressed. Identifies team with roles and responsibilities but no mention of back-up plan or workload increase issue.
50%	Criterion barely addressed. Certain elements of the aforementioned criterion although addressed lack detail. The Bidder does not provide all services in the make-up of the team.
70%	Satisfactory response. The Bidder provides a good understanding in addressing how their team approach will meet PWGSC's objectives. Resource issues are identified and back-up capacity is adequate.
80%	Rated criterion is well addressed. The Bidder provides a good understanding of a team approach along with detail for resource back-up and capacity issues. Roles and responsibilities are identified and rationale has merit.
90%	Rated criterion is very well addressed. The Bidder provides a very good rationale and persuasive detail of the team's multi-disciplinary approach and back-up plan will meet PWGSC's objectives. They provide a good rationale for meeting increased workloads and their response is considered to have a good level of merit.
100%	Superior response. Requirement is exceeded. The Bidder provides an excellent rationale, identifying in detail the depth of the team, their roles and responsibilities along with their back-up plan. Increased workload and capacity issues are addressed and supported. The response provides persuasive detail for each of the elements of the criterion and is considered to have outstanding merit.

RT2: Bidder's Understanding of the Requirements

The Bidder's technical bid should describe the Bidder's understanding of the stated requirements of the Request for Proposal and approach to Providing Strategic Analytical Transactional Leasing Services by providing information on the following:

Table 2 RT2.1

Identify relevant issues and challenges required to complete a real estate lease transaction on behalf of PWGSC in the Cities of Ottawa, Ontario and Gatineau, Quebec;	
The issues and challenges may be some of the following, but are not limited to: PWGSC's Departmental mandate, compliance with legislation, regulations and policies (such as accessibility, sustainability, standards, etc.) PWGSC's opportunities to capitalize upon optimum market opportunities while maximizing the long-term economic advantage to the Crown and providing best value to the Canadian taxpayer.	
Score	Description
0%	Unsatisfactory response, information not provided, no issues or challenges outlined, rated criterion not addressed.
10%	Unsatisfactory response, rated criterion is minimally addressed. The Bidder identifies

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	issues or challenges but fails to provide detail.
30%	Unsatisfactory response, rated criterion is moderately addressed. The Bidder identifies issues but does not indicate how they will consider those issues in conducting leasing services.
50%	The Bidder provides a general understanding in identifying issues or challenges with some detail but barely addressed the criterion. The Bidder does not indicate how they will consider those issues in conducting the leasing services.
70%	Satisfactory response. The Bidder provides a good understanding by addressing the issues or challenges identified, provides details to substantiate their understanding of the issues. Based on this understanding, the Bidder indicates how they will consider those issues in conducting the leasing services.
80%	Rated criterion is well addressed. The Bidder provides a good understanding by addressing the issues or challenges identified, and provides details in depth to substantiate their understanding of the issues. Based on this understanding, the Bidder gives a general outline of how they will develop their strategies for leasing services.
90%	Rated criterion is explicitly addressed. The Bidder provides a very good understanding by addressing the issues or challenges identified, and they provide details in depth to substantiate their understanding of the issues/challenges. Based on this understanding, the Bidder outlines a detailed strategy as to how they will implement these strategies for lease services.
100%	Superior response, rated criterion is dealt with in depth and the requirement is exceeded. The Bidder provides a very good understanding in addressing the issues or challenges. They provide a fully developed detail plan to substantiate their understanding of the issues/challenges and how they will implement these strategies for lease services.

Table 3 RT2.2

Outlining and indicating how the Bidder will address and manage critical issues, including potential conflicts of interest, Market Impacts, etc.;	
Score	
0%	Unsatisfactory response, information not provided, no critical issues provided.
10%	Unsatisfactory response, rated criterion is minimally addressed. Limited understanding of the issues. The Bidder identifies only mentions the terms of risks and conflict of interest.
30%	Unsatisfactory response, rated criterion is moderately addressed. The Bidder's limited identification of potential conflict of interest and proposed solution is weak. No mention of Market impact or floor dimensions.
50%	Certain elements of the rated criterion lack detail and barely address the issues and principles. The Bidder does not indicate how they will consider those issues in conducting the leasing services.
70%	Satisfactory response. The Bidder provides a good understanding in addressing the main issues of risk, conflict of interest, Market Impact and larger floor plates. Based on this understanding, the Bidder indicates how they will consider those issues in conducting the leasing services.

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80%	Rated criterion is well addressed. The Bidder provides a good understanding by addressing the issues or challenges identified and provides details in depth to substantiate their understanding of the issues. Based on this understanding, the Bidder describes how they will develop in concert with issues their strategies for leasing services.
90%	Rated criterion is very well addressed. The Bidder provides a very good understanding by addressing the issues or challenges identified, they provide details in depth to substantiate their understanding of the issues/challenges. Based on this understanding, the Bidder outlines how they will incorporate into their strategies for lease services.
100%	Superior response. Requirement is exceeded. The Bidder provides an excellent understanding and addresses all of the issues while providing in depth detail substantiating their understanding of the issues while highlighting how they will incorporate it h their activities. Based on this understanding, the Bidder provides in detail how they will implement these strategies for lease services. The proposed solutions are both sound and viable.

Table 4 RT2.3

Indicate how the Bidder's corporate values and processes will ensure best value to Canada	
Score	
0%	Unsatisfactory response. Information not provided.
10%	Unsatisfactory response, rated criterion is minimally addressed. No documented values or ethics with no defined process, the Bidder only mentions the terms.
30%	Unsatisfactory response. Rated criterion is moderately addressed. Processes are not structured.
50%	Certain elements of the rated criterion lack detail and barely address the subject matter. The Bidder does not indicate how they will include these elements in conducting leasing services.
70%	Satisfactory response. The Bidder provides a good understanding in addressing how their corporate values and processes lend itself to ensuring best value for Canada. Processes are defined. Based on this understanding, the Bidder indicates how they will consider those elements in conducting the leasing services.
80%	Rated criterion is well addressed. The Bidder provides a good understanding in addressing how their corporate values and processes lend itself to ensuring best value to Canada. The Bidder indicates how these values and processes will aid in their strategies for leasing services.
90%	Rated criterion is very well addressed and is dealt with in depth. The Bidder provides a very good rationale of how its values and processes provide best value to Canada. Based on this rationale, the Bidder describes how they will incorporate these elements into their strategies for lease services.
100%	Superior response. Requirement is exceeded. The Bidder provides an excellent rationale by identifying in detail their values and highlighting how they will be incorporated into their leasing activities. Their processes are detailed and support the objective of best value to Canada. The Bidder describes how they will develop an activity schedule, market intelligence, leasing acquisition strategies and negotiation strategies for lease services. The proposed approach and methodology is consistent

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	with the objective.
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RT3: Project Team Experience in Real Estate Transactions

The Bidder should demonstrate the project team's experience by providing an example of an office space lease transaction in Canada where the project team approach was utilized. The cited lease transaction must involve at least 5,000 m² of office space or a net transaction value of at least \$5 million with at least two members of the proposed project team having participated. The example must meet the stated requirement in order to be evaluated.

Table 5 RT3.1

Description of the lease transaction and its relevance to the SOW;	
Score	
0%	Unsatisfactory response. Lack of detail information provided for transaction. Does not meet the value threshold of \$5M or does not meet the 5,000 m ² requirement.
10%	Unsatisfactory response. Information provided does not relate to SOW.
30%	Unsatisfactory response. Transaction's complexity and relevance to the SOW are minimally addressed.
50%	Unsatisfactory response. Criterion barely addressed. The transaction moderately addresses the requirements of the SOW. Services identified, detail provided and demonstrated experience does not align itself with the SOW.
70%	Satisfactory response. The transaction meets the requirements of the SOW and demonstrates compliment of services with adequate relevance to the SOW.
80%	Well addressed. The transaction addresses the compliment of services and provides descriptive relevance to the SOW.
90%	Very well addressed. The transaction demonstrates a full range of services and team involvement. Provides persuasive detail of experience in successfully completing the transaction and related requirements of the SOW.
100%	Superior response. Demonstrates an integrated service team with experience in successfully completing the transaction. All elements of the SOW are addressed and fully articulated. Comprehensive alignment of services identified and detailed.

Table 6 RT3.2

Provision of a full complement of leasing services including, but not limited to, analysis, market research, options and lease acquisitions proposals and description of each member's roll and responsibility in successfully completing the lease transaction.	
This criterion will be rated to the extent that the proposed team's multi-disciplinary approach demonstrates an effective and efficient methodology to delivering the required services;	
Score	
0%	Unsatisfactory response. Information provided does not support a multi-disciplinary approach and does not define roles and responsibilities. Does not meet the value threshold of \$5M or does not meet the 5,000 m ² requirement.
10%	Unsatisfactory response. Rated criterion is minimally addressed. Information provided does not support a compliment of services. No detail provided.
30%	Unsatisfactory response. Rated criterion moderately addressed. Team and areas of service identified but fails to provide supporting detail.

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50%	Unsatisfactory response. Criterion barely addressed. Roles and responsibilities are identified with some detail provided. Team approach identified with minimal definition of participant's services and their involvement in the transaction.
70%	Satisfactory response. Multi-disciplinary team's experience is adequate. Roles and responsibilities are defined. Experience in delivering the services is satisfactorily defined. Approach is limited to meeting the requirements of the SOW.
80%	Well addressed. The team's Multi-disciplinary team's approach is well defined. Roles and responsibilities are clear and logical. The services and experience of all the participants are defined. The Bidder defines how the team aligns itself with the SOW.
90%	Very well addressed. The Bidder demonstrates experience in providing a Multi-disciplinary team approach, clearly defines roles and responsibilities with emphasis on meeting the requirements of the SOW. Details the services provided and the participation of team members and clearly defines strategies for the successful completion of the transaction.
100%	Superior response. Demonstrates an integrated Multi-disciplinary team and demonstrated experience in the successful completion the transaction, demonstrates a very logical and comprehensive plan outlining responsibilities, provides an action plan with timelines, strategies, etc. The Bidder's approach is comprehensive and aligns itself to delivering the requirements of the SOW.

RT4 Experience in Retail Real Estate Transactions

Demonstrate the project team's experience by providing one example where the project team or a member has, within the last two years (prior to bid closing), conducted a commercial retail space lease transaction in Canada. The cited lease project should involve at least 500m² of commercial space for a net transaction value of at least \$500,000.

Table 7 RT4.1

Description of the lease transaction and its relevance to the SOW, up to a maximum of fifty (50) points available;	
Score	
0%	Unsatisfactory response. Lack of detail information provided for transaction. Does not meet the value threshold of \$500K or does not meet the 500 m ² requirement.
10%	Unsatisfactory response. Information provided does not relate to SOW.
30%	Unsatisfactory response. Transaction's complexity and relevance to the SOW are minimally addressed.
50%	Unsatisfactory response. Criterion barely addressed. The transaction moderately addresses the requirements of the SOW. Services identified, detail provided and demonstrated experience does not align itself with the SOW.
70%	Satisfactory response. The transaction meets the requirements of the SOW and demonstrates compliment of services with adequate relevance to the SOW.
80%	Well addressed. The transaction addresses the compliment of services and provides descriptive relevance to the SOW.
90%	Very well addressed. The transaction demonstrates a full range of services and team involvement. Provides persuasive detail of experience in successfully completing the

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	transaction and related requirements of the SOW.
100%	Superior response. Demonstrates an integrated service team with experience in successfully completing the transaction. All elements of the SOW are addressed and fully articulated. Comprehensive alignment of services identified and detailed.

Table 8 RT4.2

Provision of a full complement of leasing services including, but not limited to, analysis, market research, options and lease acquisitions proposals and description of each member's roll and responsibility in successfully completing the lease transaction.	
This criterion will be rated to the extent that the proposed team's multi-disciplinary approach demonstrates an effective and efficient methodology to delivering the required services;	
Score	
0%	Unsatisfactory response. Information provided does not support a multi-disciplinary approach and does not define roles and responsibilities. Does not meet the value threshold of \$1M or does not meet the 500 m ² requirement.
10%	Unsatisfactory response. Rated criterion is minimally addressed. Information provided does not support a compliment of services. No detail provided.
30%	Unsatisfactory response. Rated criterion moderately addressed. Team and areas of service identified but fails to provide supporting detail.
50%	Unsatisfactory response. Criterion barely addressed. Roles and responsibilities are identified with some detail provided. Team approach identified with minimal definition of participant's services and their involvement in the transaction.
70%	Satisfactory response. Multi-disciplinary team's experience is adequate. Roles and responsibilities are defined. Experience in delivering the services is satisfactorily defined. Approach is limited to meeting the requirements of the SOW.
80%	Well addressed. The team's Multi-disciplinary team's approach is well defined. Roles and responsibilities are clear and logical. The services and experience of all the participants are defined. The Bidder defines how the team aligns itself with the SOW.
90%	Very well addressed. The Bidder demonstrates experience in providing a Multi-disciplinary team approach, clearly defines roles and responsibilities with emphasis on meeting the requirements of the SOW. Details the services provided and the participation of team members and clearly defines strategies for the successful completion of the transaction.
100%	Superior response. Demonstrates an integrated Multi-disciplinary team and demonstrated experience in the successful completion the transaction, demonstrates a very logical and comprehensive plan outlining responsibilities, provides an action plan with timelines, strategies, etc. The Bidder's approach is comprehensive and aligns itself to delivering the requirements of the SOW.

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RT5 Retail Planning

The Bidder is to explain its understanding of the strategic considerations in developing a Retail Leasing Plan in the context of a Federal Government complex.

TABLE 9 RT5.1

The Bidder's understandings are appropriate to the Federal Government Program (maximum twenty-five (25) points);	
Score	
0%	Unsatisfactory response, information not provided no considerations provided.
10%	Unsatisfactory response, rated criterion is minimally addressed. Limited understanding of the issue.
30%	Unsatisfactory response, rated criterion is moderately addressed. The Bidder's limited identification of potential considerations are weak.
50%	Certain elements of the rated criterion lack detail and barely address the issue. The Bidder does not indicate how they will produce the retail leasing plan.
70%	Satisfactory response. The Bidder shows a good understanding of the requirement. Provides elements of a retail leasing plan.
80%	Rated criterion is well addressed. The Bidder provides a good understanding of the strategic considerations and provides details to substantiate their understanding of the issues. Based on this understanding, the Bidder describes how they will develop in concert with issues their strategies for a retail leasing plan.
90%	Rated criterion is very well addressed. The Bidder provides a very good understanding by addressing the strategic considerations identified; they provide details to substantiate their understanding of the issues/challenges in a Federal Complex. Based on this understanding, the Bidder outlines how they will incorporate into their strategies for a retail leasing plan.
100%	Superior response. Requirement is exceeded. The Bidder provides an excellent understanding and addresses all of the issues while providing in depth detail substantiating their understanding of the issues while highlighting how they will incorporate it in their plan. Based on this understanding, the Bidder provides in detail how they will implement these strategies for a retail leasing plan. The proposed method is sound and viable.

Table 10 RT5.2

The extent in which the Bidder's Retail Leasing Plan addresses relevant issues;	
Score	
0%	Unsatisfactory response, information not provided.
10%	Unsatisfactory response, rated criterion is minimally addressed. Limited understanding of the issues.
30%	Unsatisfactory response, rated criterion is moderately addressed. The Bidder's limited identification of potential risks are weak.
50%	Certain elements of the rated criterion lack detail and barely address the issue. The Bidder does not indicate how the retail leasing plan addresses Federal requirements for

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	leasing.
70%	Satisfactory response. The Bidder shows a good understanding of the requirement. Provides an outline of a retail leasing plan identifying issues and risks.
80%	Rated criterion is well addressed. The Bidder provides a good understanding of the strategic considerations and provides details to substantiate their understanding of the issues and risks. Based on this understanding, the Bidder describes how they will develop their strategies for a retail leasing plan including solutions.
90%	Rated criterion is very well addressed. The Bidder provides a very good understanding by addressing the strategic considerations identified, they provide details to substantiate their understanding of the issues/risks in a Federal Complex under accommodation program policies. Based on this understanding, the Bidder outlines how they will incorporate these into their strategies for a retail leasing plan.
100%	Superior response. Requirement is exceeded. The Bidder provides an excellent understanding and addresses all of the issues while providing in depth detail substantiating their understanding of the issues while highlighting how they will incorporate it in their Retail Leasing Plan. Based on this understanding, the Bidder provides in detail how they will implement these strategies for a retail leasing plan avoiding the identified risks and issues. The proposed approach and methodology is consistent with the objective..

Table 11 RT6

The bidder should demonstrate the project team's Tenant Representative experience by providing one example where the project team or firm have, within the last two (2) years, conducted a transaction as a Tenant Representative in Canada ,. The cited lease projects should involve at least 5000 m ² of office space with a transaction value of \$5M and at least 500m ² of retail space with a transaction value of at least \$500K.	
Score	
0%	Unsatisfactory response, information not provided and no considerations provided.
10%	Unsatisfactory response, rated criterion is minimally addressed. Limited understanding of the issue.
30%	Unsatisfactory response, rated criterion is moderately addressed. The Bidder's limited identification of representation is weak.
50%	Certain elements of the criterion lack detail and barely address the issue. The Bidder does not indicate how they provided representation.
70%	Satisfactory response. The Bidder shows a good understanding of representation considerations. Provides elements of a representation scenario.
80%	Rated criterion is well addressed. The Bidder provides a good understanding of the considerations and provides details to substantiate their actions in representation. Based on this understanding, the Bidder describes how they developed a representation plan for the transaction.
90%	Rated criterion is very well addressed. The Bidder provides a very good understanding by addressing strategic considerations in their scenario, they provide details to substantiate their understanding of representation and fulfill their mandate.

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100%	Superior response. Requirement is exceeded. The Bidder provides an excellent understanding and addresses all of the issues while providing in depth detail substantiating their understanding of the issues while highlighting how they incorporated it in their plan. Based on this scenario, the Bidder provides in detail how they implemented these strategies in their representation plan. Their method is sound and viable.
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3. **Mandatory Financial Criteria**

Bids must meet the mandatory financial criterion specified in the table inserted below. Bids which fail to meet the mandatory financial criterion will be declared non-responsive.

Mandatory Financial Criterion (MF)	
Number	Mandatory Financial Criterion
MF1	Bidder's bid evaluated price must not be higher than 20% above the lowest bid evaluated price.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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.

Before contract award, the Bidder must provide the Contracting Authority with the certification relative to the Federal Contractors Program for employment equity included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, completed in accordance with the instructions provided.

1.3 Attachment 1 to Part 5, Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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Attachment 1 to Part 5 Certifications Precedent to Contract Award

1. Federal Contractors Program for Employment Equity - Certification

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

The Bidder must complete A and B.

A. The Bidder must include in the certification one of the following statements:

A1. The Bidder is not a Joint Venture.

Or

A2. The Bidder is a Joint venture.

B. The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the Employment Equity Act.

B4. 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]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

Or

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. *As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

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For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1.1 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; and
- e. the Bidder must provide the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.
 - i. Address:
 - ii. Street Number / Street Name, Unit / Suite / Apartment Number
 - iii. City, Province, Territory / State
 - iv. Postal Code / Zip Code
 - v. Country

If the information is not provided in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.)

1.2 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.

1.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

2. Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

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3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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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 in Annex A.

1.1 Destination of services

Real Property Branch
PWGSC
191 Promenade du Portage
Gatineau, QC

1.2 Task Authorization

1.2.1 Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause,

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E "Task Authorization Form". An authorized TA is a completed Annex E signed by the TA Authority.

1.2.3 TA Authority and Limit

- a) The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of \$250,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

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- b) The authority specified under paragraph 1.2.3a) of this clause is granted subject to the sum specified in the Contract under clause 6.2.1 "Limitation of Expenditure - Cumulative Total of all authorized TAs not being exceeded.

1.2.4 TA Process

- a) For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E "Task Authorization Form", containing as a minimum:
1. the task or revised task description of the Work required, including:
 - i. the details of the activities or revised activities to be performed;
 - ii. a description of the deliverables or revised deliverables to be submitted; and
 - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
 2. the Contract security requirements applicable to the resource assigned to the task or revised task; and
 3. the Contract basis (bases) of payment applicable to the task or revised task.
- b) Within five (5) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. the total estimated cost proposed for performing the task or, as applicable, revised task;
 - a. a breakdown of that cost in accordance with Annex B and;
 - b. for each resource proposed by the Contractor for the performance of the Work required:
 - a) the name of the proposed resource;
 - b) the resume of the proposed resource;
 - c) the level of effort as defined in Section 3 of Annex E and
 - d) a demonstration that the proposed resource meets :
 - (1) the Contract security requirements (1.2.4 a)2. above);

c) TA Authorization

1. The TA Authority will authorize the TA based on:
 1. the request submitted to the Contractor pursuant to paragraph 1.2.4 a) above;
 2. the Contractor's response received, submitted pursuant to paragraph 1.2.4b) above; and
 3. the agreed total estimated cost for performing the task or, as applicable, revised TAs.

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2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.2.4 b) sub d) above.

d) The authorized TA will be issued to the Contractor by e-mail (as an email attachment in PDF format).

1.2.5 Minimum Work Guarantee - All the Work - Authorized TAs

a) **Definitions:**

"Maximum Contract Value" means the sum specified in Contract clause 6.2.1 "Limitation of Expenditure - Cumulative Total of All Authorized TAs;" and "Minimum Contract Value" means a fixed amount of \$100,000.00."

b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.5 c) of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

c) In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.6 Periodic Usage Reports - Contracts with TAs

a) The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

b) No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.6 c) and 1.2.6 d) below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

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A sample MSOffice spreadsheet containing the data elements contained in paragraphs 1.2.6 c) and 1.2.6 d) is provided in Annex F.

- c) For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the TA number appearing on the TA form;
 - the date the task was authorized appearing on the TA form;
 - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
 - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced;
 - the total amount paid, Applicable Taxes included;
 - the start and completion date of the task (as last revised, as applicable); and
 - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

- d) For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the sum (Applicable Taxes extra) specified in clause 6.2.1 "Limitation of Expenditure - Cumulative Total of all Authorized TAs" of the Contract (as last amended).
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
 - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC.

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2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies 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, PWGSC.
2. The Contractor personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), PWGSC.
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an **IT Link at the level of B**).
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 site or premises where safeguard measures are required in the performance of the Work, for the following addresses:

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

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4. Term of Contract

4.1 Period of the Contract

The contract period will be from the date of the contract to March 31, 2019 inclusively, however, the Work will commence on April 1st, 2014.

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 three (3) additional 1-year period(s) under the same terms and 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Option to Extend the Contract to Complete a Specific Task

1. The parties acknowledge that, in some exceptional circumstances, the Work to be performed under a TA may not be completed within the Period of the Contract.
2. The Contractor will not be obligated to accept a new TA within last six (6) months of the Period of the Contract if the Contractor is of the view that the Work under the TA cannot be completed within the period of the Contract.
3. In cases where the Work authorized under the TA cannot be completed within the Period of the Contract, the Contractor grants to Canada the irrevocable option to extend the term of the Contract for a period that Canada considers sufficient to complete the specific task(s). The terms and conditions of the Contract and TA will remain the same.
4. Canada may exercise this option at anytime by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract.

4.4 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

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5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daphne Lam
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate (PSPD)
PDP III, Tower C
11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: 819-956-1074
E-mail address: Daphne.Lam@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

5.2.1 The Primary Project Authority for the Contract is:

Name: Jamie Becker
Title: Sr. Leasing Advisor
Organization: PWGSC - NCA Leasing
Address: Place des Explorateurs 4th Floor
191 Promenade du Portage
Gatineau, QC K1A 0S5
Telephone: 819-934-3932
Facsimile: 819-956-6518
E-mail Address: jamie.becker@tpsgc-pwgsc.gc.ca

5.2.2 The Secondary Project Authority for the Contract is:

Name: Christine Taschereau
Title: Manager
Organization: PWGSC - NCA Leasing
Address: Place des Explorateurs 4th Floor
191 Promenade du Portage
Gatineau, QC K1A 0S5
Telephone: 819-956-2779
E-mail address: Christine.Taschereau@tpsgc-pwgsc.gc.ca

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5.2.3 The Tertiary Project Authority for the Contract is:

Name: Anne Morton
Title: Director
Organization: PWGSC - NCA Real Estate Services
Address: Place des Explorateurs 4th Floor
191 Promenade du Portage
Gatineau, QC K1A 0S5
Telephone: 819-956-6471
E-mail address: Anne.Morton@tpsgc-pwgsc.gc.ca

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. **The order of contact for technical matters should be from Primary to Tertiary Technical Authority.**

5.3 Contractor's Representative

(Fill in or delete as applicable)

Notice to the Bidder: *If the selected Bidder provides (in accordance with the article 3 of Part 2) information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the Contract as article 6, and the articles below will be renumbered accordingly.*

6. Payment

6.1 Basis of Payment

6.1.1 One of the following types of basis of payment will form part of the approved TA:

a) Firm Lot Price TA for work covered by clauses 5.1 or 5.2 of the SOW (based on a rate per rentable square meter)

When the applicable basis of payment specified in a TA authorized and issued under the Contract is a firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Applicable Taxes are extra.

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

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b) Firm Lot Price TA for work based on a daily rate for lease advisory consultancy services

When the applicable basis of payment specified in a TA authorized and issued under the Contract is a firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Applicable Taxes are extra.

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

c) TA subject to a Limitation of Expenditure for work based on a daily rate, for lease advisory consultancy services

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- i. when it is 75 percent committed, or
- ii. four (4) months before the final delivery date specified in the authorized TA, or
- iii. as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

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6.2 Canada's Total Liability

6.2.1 Limitation of Expenditure - Cumulative Total of all Authorized TAs

1. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____. (*insert amount at contract award*) Customs duties are included and the Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause ____ (*complete*), TA subject to a Limitation of Expenditure),

whichever comes first.
4. 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.

6.3 Methods of Payment - Authorized TA

The following methods of payment will form part of the authorized TA:

6.3.1. For the work specified in an approved firm price TA:

Single Payment:

Canada will pay the Contractor upon completion and delivery of the Work, in accordance with the payment provisions of the Contract, if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work was delivered to and accepted by Canada.

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6.3.2. For the work specified in an approved TA subject to a limitation of expenditure:

1) Single Payment:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract, if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work was delivered to and accepted by Canada.

OR

2) Monthly Payments:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C0305C (2008-05-12), Cost Submission
C0705C (2010-01-11), Discretionary Audit

7. 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.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed
- a copy of the release document and any other documents as specified in the Contract
- a copy of the monthly progress report

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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

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

8.2 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. 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.*)

10. 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 general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Insurance Requirements (if applicable);
- g) the signed Task Authorizations (including all of its annexes, if any); and

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h) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, or both insert at time of contract award, as applicable: “, as clarified on _____ ” “and” “, as amended on _____ ” and insert the applicable date(s))

11. Foreign Nationals

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

OR

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

12. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain, or cause to be maintained 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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ANNEX A

STATEMENT OF WORK

1.0 TITLE:

Real estate leasing services for the Department of Public Works and Government Services Canada (PWGSC).

2.0 INTRODUCTION:

The Real Property Branch (RPB) of PWGSC requires the services of a contractor to provide real estate leasing services in the National Capital Area (NCA). Services will be related to:

- office space for occupancy by federal government departments and agencies;
- retail and office space for third-party² occupancies in Federally-owned buildings managed directly by PWGSC; this is referred to as Commercial Letting Services in this Statement of Work (SOW); and
- lease advisory/consultancy services in support of leasing/commercial letting

Real Property Branch expects that the majority of leasing services required will entail negotiations with Lessors with respect to office space renewals.

3.0 BACKGROUND

RPB/PWGSC is the Government of Canada's real property service delivery manager and strategic advisor. RPB provides accommodation for approximately 241,000 federal employees in over 100 departments and agencies in locations across Canada. PWGSC's real estate inventory is one of the largest and most diverse portfolios in Canada, comprising 374 owned buildings (3.2 million square metres); 1,022 leased buildings (3.4 million square metres); and 21 lease-purchase buildings (500,000 square metres). PWGSC's lease inventory in the NCA represents approximately 407 leases and 1.5 million square metres.

There is an increasing need and expectation on the part of government to be more efficient in its operations and more responsive to changing needs and opportunities. This translates into a need for PWGSC to maximize its flexibility and responsiveness through:

- Rigorous space and fit-up standards;
- A new national project management system;
- Long-term accommodation strategies;
- Supplementing our service-delivery capacity;
- Adopting a corporate real estate model.

One initiative include adopting a more aggressive leasing strategy to secure competitive rates and improving long-term strategic program planning. PWGSC's real estate approach is still evolving towards a corporate real estate function for the Government of Canada. The department's objective is to support government operations in terms of office accommodation

²Refer to clause 3.2 below for definition

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needs for all federal departments and agencies while ensuring the best value for the Canadian taxpayer.

The challenge is continuing to find appropriate supply solutions to meet government program accommodation demand, changing Canadian demographics, as well as the impacts of technology advancements in the delivery of government programs and in the way Canadians expect to interact with government, will influence the composition and distribution of PWGSC's portfolio. As a result, in order to properly fulfill its mandate, the RPB/PWGSC foresees a need to enhance its service management organization to appropriately supplement its service delivery capacity.

3.1 PWGSC NCA Office Accommodation Strategy:

The NCA Real Property Accommodation Strategy is a key component of the department's long-term planning framework for the management of office accommodation in the NCA. The strategy states that PWGSC will seek additional office space to meet the demands of federal departments and replace some of the aging assets in the National Capital Area. This new office space will be acquired using various approaches such as stimulating new construction and taking advantage of existing market opportunities.

3.2 Leasing versus Commercial Letting

By definition, a lease is a legally enforceable contract between an owner (lessor) and another party (lessee) for the possession or use of some good for a specified term in return for rent or other income.

In RPB, Leasing refers to the case where PWGSC is the Lessee (occupant) and a private sector owner is the Lessor of the real property.

Commercial Letting is one expression used within RPB to distinguish a particular type of leasing situation from the one described above. Commercial Letting refers to the case where PWGSC is the owner (Lessor or sub lessor) and the third party occupant is the Lessee (or sublessee). In this SOW, third parties are entities that rent or otherwise occupy space owned by PWGSC or subject to a lease by PWGSC but who are not provided this space under the Real Property Program. Third parties include those organizations on Schedule III of the Financial Administration Act, other levels of government and private organizations or individuals.

3.3 PWGSC Standards and Commitments:

PWGSC is diligent in how it conducts its business. It is committed to a spirit of fairness, transparency and integrity. PWGSC's corporate values of Respect, Integrity, Excellence and Leadership along with the values set forth in the Values and Ethics Code for the Public Service, provide stakeholders with a clear sense of what the Department is about, what it stands for and what it believes in.

PWGSC operates its real property within a context of policies, principles, standards and practices referred in Appendix 1 to this SOW. Wherever possible, PWGSC leverages its portfolio to meet broader public policy objectives. These include the promotion of a federal presence to ensure that Government of Canada services are accessible in all regions and communities across the country; the commitment through its Good Neighbour policy to strengthen the quality of life in Canada's communities; the maintenance of heritage properties; and championing of sustainable development initiatives of importance to Canadians.

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PWGSC's broad approach to sustainability extends beyond the environmental aspect to encompass long-term social and economic factors. PWGSC is committed to demonstrating the principles of sustainable development and to meeting or exceeding all applicable environmental laws, codes, regulations and principles of environmental sustainability. Through its Code of Environmental Stewardship, PWGSC will also, where appropriate, be compatible with local, provincial, territorial and international standards.

4.0 OBJECTIVE

PWGSC requires a contractor to provide, on an "as and when requested" basis, a Transaction Management Team of real estate professionals, comprised of a Senior Transaction Manager (Contract lead), Transaction Manager(s) (Office and Retail Broker), Lease Administrator and available Market Researchers/Strategic Market Planners/Analysts (Support) to provide real estate leasing services in the National Capital Area to supplement PWGSC in-house real estate leasing services resources and to address the significant increase in workload over the next five years. The requirement to provide services in both Provinces will require both an Affiliate Broker and Retail Affiliate Broker to be part of the Transaction Management Team. See 9.2 for more details.

5.0 SCOPE OF WORK

PWGSC may request work under this Contract by using the Task Authorization (TA) Process set out in the Contract. The services will include lease brokerage services related to:

- a) office leasing services. This involves tendering through public advertising for new leases and/or negotiating directly with an identified Offeror for renewals, expansions, extensions, warehouse and/or storage agreements, parking, rooftop licenses, and subleases;
- b) commercial letting services; and
- c) lease advisory/consultancy services in support of lease/commercial letting operations

5.1 OFFICE LEASING SERVICES

STAGES FOR THE DELIVERY OF OFFICE LEASING SERVICES

5.1.1 Informal Project Information Session

When PWGSC is considering requesting the Contractor to do work under this part of the Contract, the Project Authority will invite the Contractor and Leasing Officer assigned to the task and may invite the Project Leader from the Accommodation Management Directorate to informally discuss PWGSC's needs, including space requirement, potential duration of the lease, and special requirements.

The Contractor must establish and keep records of the discussion and required delivery date.

5.1.2 Provision of Market Intelligence

Based on PWGSC's needs discussed during the first informal meeting in 5.1.1 and within the timeframe agreed between the parties, the Contractor must provide the Project Authority with:

- pertinent and up-to-date market intelligence report in support of the leasing acquisition strategy and to enable PWGSC to capitalize upon optimum market opportunities; this

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includes, but is not limited to, latest trends in rental rates, absorption statistics, vacancy rates, availability of space (current and future) and overall market demand;

- a draft activity schedule with milestones and duration for each activity in accordance with the Lease Project File Checklist (referred in Appendix 1 to this SOW); and
- its proposed effective target rental rate³.

5.1.3 Follow-up Meeting

Upon receiving the information described in 5.1.2 above, the Project Authority will set up a meeting with the PWGSC Project Leader and Leasing Officer and the Contractor to review all this information and decide whether to request the Contractor to do work under the contract.

The Project Authority will also decide whether to approve or not the draft activity schedule submitted by the Contractor or suggest any changes before approving it. The Project Authority will then provide the Contractor with a copy of the approved schedule for the lease file. The Contractor must submit any subsequent proposed changes to the schedule to the Project Authority for approval.

5.1.4 Initial TA

If after the follow-up meeting mentioned above, the Project Authority decides to request the Contractor to do work under the Contract, he will issue a completed initial TA.

The Project Authority will ensure, as a minimum that the following information is in the initial TA:

- the name, address, and phone number of the PWGSC Project Leader and Leasing Officer;
- the space requirement (in rentable square metres as defined by the space measure Standard in effect at the time the task authorization is issued), including circulation, parking requirements, and the number of personnel to be housed;
- the client Department or Agency's needs in terms of lease duration and standard work hours;
- special requirements, those special needs above base building (as defined in the PWGSC Generic Lease Documentation Package (GLDP)⁴) such as increased floor-loading; raised floors; column spacing; unique electrical, data, telephone requirements; special HVAC requirements; roof/wall penetrations; antenna requirements; parking requirements; security requirements; location limitations; amenities requirements, etc;
- the location of space;
- the level of effort (number of days) for each activity; and
- the effective target rental rate agreed to by PWGSC and the Contractor.

The Contractor will commence work on receipt of the initial approved TA in accordance with the procedures of the TA clause contained in the Contract.

³ Effective Target Rental Rate means the target rental rate net of financial concessions, such as a rent free period or a contribution toward the cost of leasehold improvement, calculated on a discounted basis to reflect the time value of money.

⁴ The Generic Lease Documentation Package (GLDP) is the standard departmental lease form for real property and is divided in three sections: the Invitation to Offer; the Offer and the Specimen Lease. A link to the GLDP template is provided for reference in Appendix 1 to this SOW. PWGSC reserves the right to update and revise the referenced GLDP template to conform to current regulations.

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5.1.5 Lease Acquisition Plan

The Contractor will develop and submit to the Project Authority, within the timeframe set out in the approved activity schedule, a lease acquisition plan along with information relevant to the transaction. This information includes, but is not limited to, comparables, historical and current trends, effective target rental rate, type of Lease, contents of existing leases if applicable, possible risks with the plan. When requested by the Project Authority, the Contractor must prepare a letter for the signature of the Project Authority outlining the risks in the strategy.

Upon receiving this information, the Project Authority will set up a meeting, if he/she considers it necessary, with the PWGSC Project Leader and the Contractor to discuss the lease acquisition plan.

Should the Contractor and the Project Authority fail to reach an agreement on the lease acquisition plan, PWGSC reserves the right to continue this lease project with its own internal resources. In such case, PWGSC can cancel the TA and the Contractor will be paid in accordance with the Contract clauses and Annex B, Basis of Payment.

5.1.6 Lease Process

If the Project Authority approves the lease acquisition plan, he/she must confirm the approval in writing. Upon receipt of written approval, the Contractor must proceed to negotiate with the identified Offeror on such items as: lease format (Net/Semi), operating and maintenance (O&M), escalatable items, non-compliance items, base years, concessions, inducements, etc., or to proceed to tender call with the requirement using the PWGSC Generic Lease Documentation Package (GLDP)³.

When the authority to conduct a tender call is given, public advertisements for notifying the public of lease transactions shall be done, where applicable, in accordance with Departmental Policy 048 dated 2004-04-20 entitled "Advertising", an example Narrative is provided in this policy and is available on the PWGSC Internet site, as identified in Annex 1 of this document.

5.1.7 Preparation of Lease Offer Documentation

For Tenders calls the Contractor will utilize Part 1 of the GLDP. After a lease tender call and upon receipt of lease offers, the Contractor will evaluate the financial and technical offers. The Contractor must evaluate each lease offer with the objective of determining the most advantageous based on compliance with the GLDP, the price, and if applicable, the non-priced evaluation factors. The lease offers must only be evaluated in accordance with the evaluation methodology stated in the GLDP.

For Direct Negotiations, the Contractor will prepare the following sections of the GLDP:

- Part 2 - Offer to Lease: the Contractor must fill in the blanks contained in this section such as the name of the Offeror, the location, floor(s) and area to be leased, the negotiated rate and acceptance period.
- Part 3 - Specimen Lease: this part contains the lease terms and conditions clauses. The Contractor must fill in the blanks contained in this section such as, but not limited to, Cleaning Hours and Security requirement. The Contractor will fill in the remaining information at stage 5.1.9.

The Contractor is required to prepare a GLDP that is tailored to the specific project by selecting the appropriate alternate clauses within the template and deleting those that do not apply in accordance with the previously completed negotiations. The Contractor must ensure that clauses

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used are the current version at the time of the documentation and those applicable laws, regulations, and policies and other terms and conditions are accurately reflected. The Contractor must give written notice to the Project Authority concerning any problems identified in the GLDP. The Project Authority will be responsible for authorizing a change and seeking legal advice as required.

The Contractor must then submit the lease offer documentation to the Offeror for its review and signature. Upon receipt of the signed lease offer, the Contractor must review this document to ensure that it accurately reflects what was previously negotiated. As applicable, the Contractor must ascertain the purpose of all changes made by the Offeror and report in writing to the Project Authority any discrepancies created by these. The Contractor must resolve these discrepancies to the Project Authority's satisfaction before proceeding any further.

5.1.8 Preparation of Offer Summary and Recommendation for Approval

Upon receipt of a signed lease offer and when all issues or discrepancies are resolved as described in clause 5.1.7 above, the Contractor must prepare an offer summary and recommendation in the format to be identified by the Project Authority. The offer summary must, as a minimum, contain:

- a. the negotiated effective rental rate expressed in rentable square metres for the fixed term and any additional terms;
- b. costs that are not provided for in the annual rental such as utilities, operating and maintenance and taxes;
- c. the length of the fixed term and any additional terms;
- d. standard and non-standard base years for escalations;
- e. reimbursable alterations (non-amortized) required;
- f. base building and accessibility requirements; and
- g. the comparison between the negotiated effective rental rate and the effective target rental rate as agreed to on the TA.

Upon receipt of the lease offer summary and recommendations report from the Contractor, the Project Authority will seek approval of the lease offer by the appropriate Government authority. Where the Project Authority obtains that approval, he will authorize the Contractor, in writing, to proceed with preparing lease documents to be submitted to the Offeror, as described in clause 5.1.9 below.

5.1.9 Preparation and Signing of the Lease

Upon approval by the appropriate Government authority, the Contractor must prepare:

- a draft letter that would communicate the acceptance of the lease offer (also referred to as letter of award); and
- a draft lease, with all remaining information completed and based on the agreed upon terms and conditions of the lease offer (modified Specimen Lease).

The Contractor must submit one electronic copy of each of these two documents to the Project Authority for approval. The Contractor must also complete: the Total Consideration spreadsheet; the Lease Information Sheet (Stage 6) and Memorandum (Memo to Pay) in accordance with the lease (for these templates refer to Appendix 1 to this SOW).

On approval of the draft letter of award and draft lease by the Project Authority, the Contractor must forward the approved letter of award on PWGSC letterhead for signature by PWGSC with

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one (1) original of the approved lease as well as the electronic version for printing by the Project Authority. Once the letter of award is signed, the Contractor will submit to the Offeror, now referred to as the Lessor, the letter of award and the lease for signature. Upon receipt of the signed lease from the Lessor, the Contractor must review the lease to ensure the Lessor has made no changes and submit all copies of the lease to the Project Authority for signature. If changes have been made by the Lessor, the Contractor will notify the Project Authority in writing of the changes. The Contractor will be required to assist the Project Authority to resolve the issues created by the Lessor's changes to the lease.

For all leases, the lease transaction is considered completed upon completion of the following requirements:

- signature of the lease by the Lessor and the appropriate PWGSC Authority; and
- the Contractor has submitted, to the Project Authority, a completed lease project file, including the signed lease and all supporting leasing documentation as per the Lease Project File Checklist (see Appendix 1 to this SOW).

In the case where registration of the lease is required, the transaction is considered completed upon completion of the following additional requirements, prior to the submission of the completed project file as described above:

- the Contractor has prepared and submitted the request for lease registration to the Project Authority; and
- the Contractor has sent a written notification to the Lessor indicating the "notice of lease registration".

5.2 COMMERCIAL LETTING SERVICES

In accordance with federal policies and the principles of PWGSC's National Investment Strategy, PWGSC seeks opportunities to earn revenue through the wider use of its real property. As an essential element in strategic portfolio planning, third-party occupancies are actively sought for space not required for immediate program use and where it is in keeping with management plan of the asset. Third-party commercial occupancies provide opportunities to meet the government's objective of reducing the holding cost of vacant space.

PWGSC may require the Contractor to provide commercial letting services, in whole or in part, but not limited to, the following:

- retail and commercial space where there is a demonstrated demand from the public and harmony with the surrounding streetscape. Operations can range from multi-level retail shopping centers in major office towers to small ground-level retail tenancies in office buildings. Commercial space may include, but is not limited to, storage, process, telecommunications, and kiosks;
- office space temporarily not required for federal program use; and
- temporary occupancies and licenses related to retail space and office related temporary occupancies and licenses over thirty (30) days in length.

Tasks may include, but are not limited to:

- market PWGSC-owned or administered space to prospective third-party tenants;
- evaluate and assess the performance and merchandising capabilities of commercial tenants, where applicable;

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- achieve rents comparable to similar commercial property and in line with PWGSC market target rental rate;
- evaluate each proposal from third-party tenants to ensure maximum revenue yield, optimum space utilization and compliance with PWGSC's short and long term objectives for the asset;
- negotiate terms and conditions of new letting agreements with the existing or prospective third-party tenants when authorized by the Project Authority and prepare related documentation for approval by the Project Authority; and
- negotiate letting surrenders and sublets with third-party tenants when authorized by the Project Authority and prepare related documentation for approval by the Project Authority.

Related work instruments and templates such as the PWGSC letting agreement documentation and the justification form, stated in clauses 5.2.6 and 5.2.7 below, will be provided to the Contractor upon issuance of the first TA for commercial letting services.

STAGES FOR THE DELIVERY OF THE COMMERCIAL LETTING SERVICES

5.2.1 Informal Project Information Session

When PWGSC is considering requesting the Contractor to do work under this part of the Contract, the Project Authority will invite the Contractor and Commercial Operations Officer assigned to the task, to informally discuss PWGSC's needs including the overall marketing strategy for the asset and complexity of the project.

The Contractor must establish and keep records of the discussion and required delivery date.

5.2.2 Provision of Market Intelligence

Based on PWGSC's needs discussed during the first informal meeting in 5.2.1 and within the timeframe agreed between the parties, the Contractor must provide the Project Authority with:

- pertinent and up-to-date market intelligence report in support of the letting strategy and to enable PWGSC to capitalize upon optimum market opportunities; this includes, but is not limited to, latest trends in rental rates, absorption statistics, vacancy rates, availability of space (current and future) and overall market demand;
- a draft activity schedule with milestones and duration for each activity in accordance with the Lease Project File Checklist (referred in Appendix 1 to this SOW);
- its proposed effective target rental rate⁵; and
- as applicable, a Marketing Plan i.e. the proposed method of soliciting a third-party tenant

5.2.3 Follow-up Meeting

Upon receiving the information described in 5.2.2 above, the Project Authority may set up a meeting with the Contractor and the Commercial Operations Officer assigned to the task, to review all this information and decide whether to request the Contractor to do work under the Contract.

⁵ Effective Target Rental Rate means the target rental rate net of financial concessions, such as a rent free period or a contribution toward the cost of leasehold improvement, calculated on a discounted basis to reflect the time value of money.

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The Project Authority will also decide whether to approve or not the draft activity schedule submitted by the Contractor or to suggest any changes before approving it. The Project Authority will then provide the Contractor with a copy of the approved schedule for the letting file. The Contractor must submit any subsequent changes to the schedule to the Project Authority for approval.

5.2.4 Initial TA

If after the follow up meeting mentioned above, the Project Authority decides to request the Contractor to do work under the Contract, he will issue a completed initial TA.

The Project Authority will ensure, as a minimum that the following information is in the initial TA:

- building address and location of premises to be leased;
- floor plan and size of premises, and if applicable, plan of retail centre;
- status of premises (i.e. leased or vacant);
- operating and maintenance (O&M) and realty tax information;
- the level of effort (number of days); and
- the effective target rental rate agreed to by PWGSC and the Contractor.

For letting renewals, the following will also be included:

- copy of the current third party letting agreement (e.g. letting agreement, license agreement or other); and
- name and telephone number of the tenant contact.

The Contractor will commence work on receipt of the initial approved TA in accordance with the procedures of the TA clause contained in the Contract.

5.2.5 Letting Negotiation

Upon receipt of the initial TA, the Contractor must proceed with the Letting Negotiation with the prospective tenant(s) according to the approved activity schedule and the TA.

5.2.6 Preparation of Offer Summary and Recommendation for Approval

The Contractor must:

- prepare and submit a written assessment of the offer(s), including recommendations, to the Project Authority which should include at a minimum:
 - a. proposed tenant background and nature of the business;
 - b. tenant business plan and operating statement;
 - c. tenant credit report;
 - d. terms and conditions of the proposed deal including any inducement package, free rent period, fixturing period;
 - e. market rent analysis;
 - f. net effective rent calculation;
 - g. identification of the most advantageous offer or better suited to Canada's needs (when multiple offers are received).
- summarize the information stated above on PWGSC justification form (Offer Summary);
- provide supporting documentation in the project file including a written market analysis that describes the nature, quality and location of the space, other local commercial or retail activity, local economic conditions and market activity; and

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- ensure that investments required by PWGSC in third-party occupancies are based on an analysis of investment cost and anticipated future benefits including a consideration of risk.

Upon receipt of the offer summary, assessment and recommendations report from the Contractor, the Project Authority will seek approval of the offer by the appropriate Government authority. Where the Project Authority obtains that approval, he will authorize the Contractor, in writing, to complete negotiations as described in clause 5.2.7 below.

5.2.7 Preparation and Signing of the Letting Agreement

Upon receipt of the Project Authority's approval to proceed, the Contractor must complete the negotiations by:

- selecting the most appropriate type of third-party agreement instrument such as a letting agreement, license agreement, service agreement or temporary occupancy agreement (referred to as a letting agreement thereafter);
- addressing the issues of ownership, liability, security and insurance;
- preparing and submitting the electronic version of the letting agreement documentation (letting agreement and covering letter) to the Project Authority for approval;
- after PWGSC has printed the documentation and submitted to the Contractor, the Contractor shall submit the letting agreement documentation to the third-party tenant (now referred to as the Lessee) for signature;
- upon receipt of the signed letting agreement by the Lessee, reviewing the document to ensure the Lessee has made no changes and submit all copies of the letting agreement to the Project Authority for signature;
- if changes to the letting agreement have been made by the Lessee, notifying the Project Authority in writing of the changes by providing a summary of lease changes, as required, assisting the Project Authority to resolve the issues created by the Lessee's changes to the letting agreement;

For all letting agreements, the transaction is considered completed upon completion of the following requirements:

- signature of the letting agreement by the Lessee and the appropriate PWGSC Authority; and
- the Contractor has submitted, to the Project Authority, a completed commercial letting project file, including the signed lease and all supporting documentation.

In the case where registration of the letting agreement is required, the transaction is considered completed upon completion of the following additional requirements, prior to the submission of the completed project file as indicated above:

- the Contractor has prepared and submitted the request for the letting agreement registration to the Project Authority; and
- the Contractor has sent a written notification to the Lessee indicating the "notice of letting agreement registration".

5.3 LEASE ADVISORY/CONSULTANCY SERVICES IN SUPPORT OF LEASE/COMMERCIAL LETTING OPERATIONS

PWGSC may require the Contractor to provide a range of consulting services as part of projects delivered in house by PWGSC. These services may include, but are not limited to:

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- undertaking comprehensive analysis in order to determine the optimal solutions, and provide advice on how to structure the lease acquisition in a way that maximizes the benefits to PWGSC and the government as a whole. This analysis may include, but is not limited to the following factors:
 - i) the real estate and financial markets,
 - ii) the macro economic environment,
 - iii) the local development trends and official plans,
 - iv) demographic trends.
- undertaking financial investment (cost benefit) and business analysis so as to demonstrate the viability of the proposed projects and the various options for undertaking that project; analysis should be undertaken using both PWGSC methodologies and industry best practices. The Contractor must bring their extensive understanding of financial markets to ensure that the analysis integrates the latest and most sophisticated lease transaction options.
- researching and reporting of leasing knowledge areas and industry practices.
- providing support in the development of post-project lessons learned exercises.
- preparing of a list of potential lease acquisition opportunities which must be well defined and supported with appropriate data and information;
- developing an acquisition strategy specific to the leasing mandate. An acquisition strategy is a plan indicating the most appropriate solution for the mandate taking into consideration existing market factors, opportunities and pressures. The strategy is derived from information such as, but not limited to: general market data within defined geographical boundaries, availability of alternative space meeting the proposed commencement date, lease comparables, concurrent leases in the same building, current lease information (effective rental rate), vacancy and absorption rates, Lessors' operating and maintenance costs, Lessors' past performance if known;
- developing a marketing strategy report with respect to the overall Commercial Letting operations in an asset. This information includes, but is not limited to:
 - the evaluation and assessment of the performance and merchandising capabilities of commercial tenants, where applicable;
 - a proposed effective target rental rate comparable to similar commercial property;
 - the evaluation of each current third-party tenant, in the context of the overall strategy for the asset, to ensure maximum revenue yield, optimum space utilization and compliance with PWGSC's short and long term objectives for the asset;
 - a recommendation for optimum space utilization for the currently occupied and vacant space with the asset;
 - the risks associated with the marketing strategy;
 - the selection of the most appropriate type of third-party letting agreement as defined in clause 5.2.7 above; and
 - the identification, definition and programming of marketing opportunities (promotions) within retail designated space.
- providing an activity schedule with milestones and duration for each activity related to the TA;
- providing assistance in the tendering process for the leasing of Office space as described in clauses 5.3.1 and 5.3.2 below; and
- providing consultancy services in support of leasing or commercial letting projects delivered in-house by PWGSC.

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Requirements for the above will be further defined in the TA.

5.3.1 Assisting in the development of lease tender call documentation - Leasing of Office Space

The Contractor may be required to assist the Project Authority in preparing lease tendering documentation using the GLDP, or as directed by the Project Authority. The Contractor may be required to prepare a GLDP that is tailored to the specific acquisition by selecting the appropriate alternate clauses within the template and deleting those that do not apply in accordance with the previously completed negotiations. The Contractor must ensure that clauses used are the current version at the time of the documentation and that applicable laws, regulations, and policies and other terms and conditions are accurately reflected. The Contractor must give written notice to the Project Authority concerning any problems identified in the boilerplate. The Project Authority will be responsible for authorizing changes and seeking legal advice as required.

5.3.2 Assisting in the review and evaluation of Offers - Leasing of Office Space

After a lease tender call and upon receipt of lease offers by the Project Authority, the Contractor may be required to assist the Project Authority with the financial and technical evaluation of the offers. If so requested, the Contractor must evaluate each lease offer with the objective of determining the most advantageous based on compliance with the GLDP, the price, and if applicable, the non-priced evaluation factors. The lease offers must only be evaluated in accordance with the evaluation methodology stated in the GLDP. If any element of a lease offer is not clear, the Contractor must notify the Project Authority and make recommendation for which clarifications need to be sought. The Contractor must draft a letter for the Project Authority outlining the clarifications required from the Offerors. The Project Authority will issue the letter.

The Contractor may be required to assist the Project Authority in preparing a written recommendation identifying the winning Offeror consistent with the evaluation and award factors stated in the GLDP. This recommendation must include the annual rent for the space and the rentable rate per square meter. A present value price analysis as described in the GLDP must be prepared by the Contractor and submitted with the recommendation.

The Contractor may be required to assist the Project Authority in preparing an offer summary and documenting all activities in the Financial and Technical Evaluation areas described above.

6.0 DELIVERABLES AND ACCEPTANCE CRITERIA

The Contractor must prepare and submit various deliverables in accordance with this SOW and under each specific TA. These deliverables, as well as the necessary content and format, will be identified in the TA. Electronic documents must be provided in the following software: Microsoft Word 2000, Excel 2000, Adobe Acrobat (latest edition) and Outlook 2007, accordingly. PWGSC reserves the right to upgrade the above noted software from time to time.

In general, the Contractor must manage, keep records and provide monthly status reports to the Project Authority in electronic format, on all leasing transactions performed. Within five (5) working days from completion of a transaction, the Contractor must submit to the Project Authority a hard copy file containing all documents (e.g. records of decisions and minutes of meetings, lease agreements, offers, reports, approvals, related TA, etc). The Contractor must provide, upon request by the Project Authority, any documents related to this SOW required for the Project Authority's retention in one or several of the electronic formats identified above. The

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file submitted by the Contractor must be complete, accurate, and assembled in accordance with the work undertaken.

The Project Authority's acceptance of the work will be subject to the PWGSC Quality Monitoring Process included as part of Appendix 2 to this SOW. The Contractor must provide documentation and address non-conformance as defined in the Quality Monitoring procedures.

7.0 REFERENCE DOCUMENTS AND COMPLIANCE

As a minimum, the documents referenced in Appendix 1 form a part of this SOW to the extent specified herein or in any TA issued pursuant to the Contract.

The Contractor must perform Work in accordance with the referenced guidelines, policies and procedures, unless otherwise directed by the Project Authority. The Project Authority will review the services and deliverables at stages specified in the TA to evaluate compliance. Services not performed in accordance with these policies, procedures and the SOW will not be considered acceptable and may be the basis for the termination of the TA.

8.0 CONTRACT INITIATION

PWGSC will provide, to the Contractor, a Contract initiation for a period of up to three (3) weeks from the date of Contract award. This initiation is necessary to ensure:

- a thorough understanding, by the Contractor, of the Department of PWGSC, its structure, practices, regulations and operations as well as specifics of the SOW;
- planning and coordination of activities to implement the Contract;
- finalization of Contractor processes and procedures; and
- establishment of Contractor relationships and lines of communication with key parties involved in the management and delivery of lease brokerage services, including the Project Authority, other PWGSC employees, the Contractor and its subordinates.

9.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

9.1 Overall management

The Contractor will be required to actively participate in the overall management of all activities related to this contract and will be directly responsible for the effective supervision and coordination of the efforts of its personnel.

The Contractor and its subcontractors acknowledge that they must not be eligible to serve as the prime or subcontractor for the implementation of any PWGSC RPB project(s) if the Contractor or its subcontractor is responsible for the project brief, solicitation or tender call documents for that particular project.

9.2 Contractor's Transaction Management Team

The Contractor's Personnel assigned to this Contract must:

- Senior Transaction Manager: have a minimum of five (5) years experience in leasing office space in the Canadian real estate market, be located in the City of Ottawa or Gatineau and be a member in good standing with either the Organisme

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d'autoréglementation du courtage immobilier du Québec (OACI) or the Real Estate Council of Ontario ("RECO")*;

- Transaction Manager (Office): have a minimum of five (5) years experience in leasing office space in the Canadian real estate market, be located in the City of Ottawa or Gatineau and be a member in good standing with either the OACI or the RECO*;
- Affiliate Broker(s): have a minimum of five (5) years experience in leasing office space in the Canadian real estate market, be located in the City of Ottawa or Gatineau and be a member in good standing with the industry organization, either OACI or RECO* with which the Transaction Manager is not registered;
- Transaction Manager (Retail): have a minimum of five (5) years experience in commercial retail transactions in the Canadian real estate market, be located in the City of Ottawa or Gatineau and be a member in good standing with either the OACI or the RECO*;
- Retail Affiliate Broker(s): have a minimum of five (5) years experience in commercial retail transactions in the Canadian real estate market, be located in the City of Ottawa or Gatineau and be member in good standing with the industry organization, either OACI or RECO with which the Transacting Manager (Retail) is not registered.

*If registered with RECO the individual must also meet the registration requirements of the Real Estate and Business Brokers Act, 2002, S.O. 2002, Schedule C, as amended or successor acts then in effect;

The Contractor's Lease Administrator assigned to this Contract must:

- have three years' experience in Lease document preparation; and

The Contractor's Market Researchers, Strategic Market Planners and Analysts assigned to this Contract must:

- have three years' experience in their respective Real Estate Field.

"Broker" is as defined in the Province of Ontario's Real Estate and Business Brokers Act, 2002.

(See http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_02r30_e.htm).

9.3 Contractor's responsibilities

The Contractor will be responsible for all work produced under this contract, including completeness, accuracy and adherence to all relevant policies, regulations and practices.

9.4 Use of business cards, logo, insignia, etc.

The Contractor must ensure that their personnel do not use PWGSC logos or insignia on any business cards, cubicle/office signs or correspondence that would in any manner lead others to perceive Contractor personnel as being an employee of PWGSC.

10.0 OFFICIAL LANGUAGES

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. Therefore, the Contractor must have at least one resource on the project team, capable of providing services in both official languages, when required, to fulfill the requirements of this Contract.

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11.0 TRAVEL AND LIVING EXPENSES

There are no travel and living expenses associated to this SOW.

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APPENDIX 1 - TO THE STATEMENT OF WORK

REFERENCE DOCUMENTS

The Contractor must familiarize itself with all regulations, policies, procedures and practices for which PWGSC is bound with. These documents are subject to revision at any time. This includes, but is not limited to, the following:

i. *Federal Real Property and Federal Immovables Act:*

<http://laws.justice.gc.ca/en/F-8.4/>

ii. TB Policy for the Management of Assets and Acquired Services:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/aas-gasa/fmaas-cpgasa/fmaas-cpgasa_e.asp

iii. TB Policy on Management of Real Property:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/aas-gasa/pmrp-pgbi/pmrp-pgbi_e.asp

iv. TB Accessibility Standard for Real Property:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/aas-gasa/asrp-nafbi/asrp-nafbi_e.asp

v. TB Appraisals and Estimates Standard for Real Property:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/aas-gasa/aesrp-neebe/aesrp-neebe_e.asp

vi. TB Reporting Standard for Real Property:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/aas-gasa/rsrp-nerbi/rsrp-nerbi_e.asp

vii. PWGSC Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

viii. Government of Canada Workplace 2.0 Fit-up Standard:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/amng-ftp/index-eng.html>

The information below is provided in PDF format as an attachment to this document:

The information below is provided in PDF format as an attachment to this document:

Documents Not Available on Internet	
Document Title	File Name
1.0 Documents strictly related to Commercial Letting Services :	
1.1 Commercial Advertising in and on RPS Real Property Best Practice	EN1-1.pdf
1.2 Food Services Policy	EN1-2.pdf
1.3 Framework for Co-location Between the Federal Government and Other Levels of Government, Third Parties	EN1-3.pdf
1.4 Policy on Smoking in the Public Areas of Facilities with Non-federal Tenancies	EN1-4.pdf
1.5 Policy on Workplace Fitness Programs	EN1-5.pdf
1.6 Third Party Occupancies Policy	EN1-6.pdf
1.7 Workplace Day Care Centres Policy	EN1-7.pdf
2.0 Framework and Processes for the Leasing of Real Property in PWGSC:	
2.1 Framework and Processes for the Leasing of Real Property in PWGSC	EN2-1.pdf
2.2 Framework and Processes for the Leasing of Real Property in PWGSC — Summary	EN2-2.pdf
3.0 Framework for Office Accommodation and Accommodation Services:	

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Documents Not Available on Internet	
Document Title	File Name
3.1 Framework for Office Accommodation and Accommodation Services	EN3-1.pdf
3.1.a Annexes A and B	EN3-1a.pdf
4.0 Leasing Handbook on Lessee's Improvements:	
4.i Index	EN4-0i.pdf
4.ii Foreword	EN4-0ii.pdf
4.1 Chapter 1	EN4-1.pdf
4.1.a Appendix A to Chapter 1	EN4-1a.pdf
4.1.b Appendix B to Chapter 1	EN4-1b.pdf
4.2 Chapter 2	EN4-2.pdf
4.3 Chapter 3	EN4-3.pdf
4.4 Chapter 4	EN4-4.pdf
4.5 Chapter 5	EN4-5.pdf
4.5.a Appendix A to Chapter 5	EN4-5a.pdf
4.5.b Appendix B to Chapter 5	EN4-5b.pdf
4.6 Chapter 6	EN4-6.pdf
4.A-1 Appendix 1	EN4-A1.pdf
4.A-2 Appendix 2	EN4-A2.pdf
4.A-3 Appendix 3	EN4-A3.pdf
5.0 National Project Management System (NPMS):	
5.1 Lease Projects Roadmaps — Validation Checklists	EN5-1.pdf
5.2 NPMS Reference Manual — Vol. 1 (Extract)	EN5-2.pdf
6.0 Risk Management:	
6.1 Integrated Risk Management (IRM) Policy (DP 082)	EN6-1.pdf
6.2 Real Property Branch Risk Management Policy	EN6-2.pdf
6.3 Risk Management Guide/Handbook — PWGSC	EN6-3.pdf
7.0 Templates for Office Leasing Services:	
7.1 PWGSC Generic Lease Documentation Package (GLDP)	
7.1.a Generic Lease Documentation Package — Version 5.1	EN7-1a.pdf
7.1.b Optional Green Clauses	EN7-1b.pdf
7.1.c Other Optional Clauses	EN7-1c.pdf
7.2 Lease Information Sheet (Stage 6)	EN7-2.pdf
7.3 Lease Project File Checklist	EN7-3.pdf
7.4 Memorandum (Memo to Pay)	EN7-4.pdf
7.5 Sample Recommendation to Award a Lease	EN7-5.pdf
7.6 Total Consideration	EN7-6.pdf
8.0 Other Subjects:	

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Documents Not Available on Internet	
Document Title	File Name
8.1 Custodial Parking Policy	EN8-1.pdf
8.2 Good Neighbour Policy (DP 084)	EN8-2.pdf
8.3 Letters of Award Policy	EN8-3.pdf
8.4 Policy on Acting on Behalf of a Custodian Department for a Lease/Letting/Licence	EN8-4.pdf

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APPENDIX 2 - TO THE STATEMENT OF WORK

QUALITY MONITORING PROCESS

Context

RPB/PWGSC is responsible for the administration of Real Property for the federal government in accordance with the Federal Real Property and Federal Immovable Act. PWGSC must also conform to the requirements of the Treasury Board Secretariat. In addition, PWGSC must conform to the requirements of Section 34 of the Financial Administration Act with respect to ensuring that value for money is received in the purchase of goods and services.

Given the above requirements, this guide was developed to ensure the success of the Lease Brokerage Services Contract and assist PWGSC in ensuring that the Contractor achieves a high degree of quality in all aspects of service delivery.

Objectives and Guiding Principles

Quality Monitoring (**QM**) is based on the evaluation results and completeness of the lease project file submitted by the Contractor. The evaluation frequency is determined by the Project Authority. QM will facilitate the resolution of non-conformance and suggest potential improvements to the Contractor.

Evaluations will be carried out by a PWGSC employee or a group of employees selected by the Project Authority. Evaluators will assess the work performed by the Contractor and the quality of the documentation contained in the file against service delivery items identified in the QM checklist (refer to Attachment 1 to the QM Process), the SOW and relevant approved Task Authorization Form. The Project Authority is responsible to make decisions.

The Evaluator may take into consideration input from such sources as PWGSC employees involved in the leasing process. Other sources of input such as ad hoc surveys with Lessors and their representatives may also be initiated in an effort to gather feedback on the contractor's performance as a representative of PWGSC.

Upon request, the Contractor may participate as an observer in the QM evaluation so that both parties are aware of specific issues that impact service delivery. This will provide a common understanding of observed non-conformances and identified concerns.

Process

The QM evaluation will focus on one of the services detailed in the SOW:

- Office Leasing Services (clause 5.1)
- Commercial Letting Services (clause 5.2)

The QM process describes the evaluation process for services provided under clauses 5.1 and 5.2 of the SOW. The evaluation process/criteria for Lease Advisory/Consultancy Services in support of Lease/Commercial Letting Operations (clause 5.3) will be determined by the Project Authority following a discussion with the Contractor. Final decision on the process and criteria for clause 5.3 will rest with the Project Authority.

Refer to Attachment 1 to the QM Process – Quality Monitoring Checklist template for a complete list of evaluation criteria.

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Within 5 working days from completion of a lease or commercial letting transaction, the Contractor must submit the lease/letting project file to the Project Authority as referred to in clause 6.0 of the SOW. Documentation contained in the file must represent the most recent version. If the most up-to-date version is not provided, the Evaluator will notify the Project Authority and record it in the QM Action Form (refer to Attachment 2 to the QM Process) as part of the non-conformance process.

In some instances, the Project Authority may request the Contractor to submit a file related to an on-going transaction. In these circumstances, the Project Authority will give a five (5) working days notice to the Contractor to submit the file as described above. However, the Contractor may request a delay/extension so as not to impede on active lease negotiations.

QM observed non-conformances

Upon request by the Project Authority, the Evaluator will identify the non-conformances, document these on the Quality Monitoring Action Form and submit the latter to the Contractor. The Project Authority may require the Contractor to attend a meeting to review the findings and overall conclusions of the evaluation, clarify any issues the Contractor may have with the findings and confirm the next steps. A follow-up meeting may take place once all non-conformances have been addressed.

At review completion, the Contractor must sign and return the Quality Monitoring Action Form as instructed by the Project Authority. By signing this form, the Contractor acknowledges receipt of the non-conformances and indicates its understanding of the findings.

All non-conformances must be addressed by the Contractor, to the Project Authority, within five (5) working days following receipt of the QM action form.

If the Contractor is unable to address any or all of the non-conformances within the allocated timeframe, the Contractor must submit an estimated completion date to the Project Authority. If the Project Authority accepts the response to the non-conformances and estimated completion date, the Project Authority will notify the Contractor.

The Contractor must resolve all raised non-conformances to the Project Authority's satisfaction. Once corrections have been completed, the Contractor must notify the Project Authority for review and closeout.

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ATTACHMENT 1 TO THE QUALITY MONITORING PROCESS

Quality Monitoring Checklist

Lease or Commercial Letting Project File #:
Evaluator's name:
Date of Evaluation:
File open by Contractor on:
File closed by Contractor on:

5.1 Office Leasing Services			
Targets	Compliant	Non-Compliant	N/A
Negotiated Effective Rental Rate			
Lease Term			
Square Meters			
Location vs. Client Boundary requirements			
Associated documents provided by PWGSC for the lease project file.	On File	Not on File	N/A
Lease Project Approval Form			
Investment Analysis Report			
RPIB Minutes, Record of Decisions			
PWGSC's Target Rental Rate			
Title Search			
Building Performance Report			
Lease Compliance Report			
Building Lessor's Operational Costs			
DM to DM Letter			
Memo to Minister			
Cleaning Specifications			
Tenant Requirements			
Space Requirement Package			
Acceptance Confirmation Document from Client			
Space Measurement Report			
Signed Lease by PWGSC and Lessor			
Associated documents prepared by the Contractor and required in the lease project file	Compliant and on File	Non-Compliant or Not on File	N/A
Draft and Signed Offer			
Recommendation Report			
Total Consideration Report			
Letter of Award			
Memorandum (Memo to Pay)			
Letter of Execution			
Confirmation of delivery of insurance certificate to Property and Facilities Manager			
Letter of Duly Executed Lease			

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Lease Registration Letter to Legal Services (for leases longer than 3 years)			
Notice of Lease Registration			
Letter Informing Lessor of Registration			
Offer Discrepancy Description			
Options and Solutions Report			
Offer Summary Report			
Negotiation Strategy			
Lease Information Sheet (Stage 6)			
Approved Activity Schedule			
Draft Lease Document			
Final Lease Document			
Other			
File in Chronological Order			
Proper Clauses Retained and Deleted			

5.2 Commercial Letting Services			
Associated documents provided by PWGSC for the commercial letting project file.	On File	Not on File	N/A
Building Address & Location of Premises			
Floor plan & Size of Premises			
Status of Premises (leased or vacant)			
Copy of current third party letting agreement			
Name and phone number of current tenant			
Letting Offer document			
Target Rental Rate			
Letting Control Sheet			
Associated documents prepared by the Contractor and required in the commercial letting project file	Compliant and on File	Non-Compliant or Not on File	N/A
Approved Activity Schedule			
Written evaluation and assessment of performance and merchandising capabilities.			
Rate negotiated as per PWGSC target			
Written evaluation of third party proposal			
Report on terms and conditions negotiated with existing and potential tenant			
Written assessment of the offers including recommendations			
Analysis Report of Investment Costs and anticipated future benefits including risk			
PWGSC justification form			
Draft letting agreement			
Final letting agreement			
Report of issues of ownership, liability, security and insurance			
Lease registration letter to Legal Services			
Notice of Letting Agreement registration			

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Letter informing Lessee of registration			
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Completed by:			
	Evaluator's Name	Signature	Date
Approved by:			
	Project Authority's Name	Signature	Date

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ATTACHMENT 2 TO THE QUALITY MONITORING PROCESS

Quality Monitoring Action Form

Date:
Lease or Commercial Letting Project File #:

Quality Monitoring Action Form
<u>Process / Service identified as a non-conformance:</u>
<u>Description of Findings:</u>

Quality Monitoring Action Form
<u>Process / Service identified as a non-conformance:</u>
<u>Description of Findings:</u>

Completed by:	_____	_____	_____
	Evaluator's Name	Signature	Date
Approved by:	_____	_____	_____
	Project Authority	Signature	Date

I understand the findings described above,		
_____	_____	_____
Contractor	Signature	Date
(Name, title, and signature of individual authorized to sign on behalf of the Contractor)		

ANNEX B

BASIS OF PAYMENT

A- Contract Period

1.0 During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

2.0 LABOUR

2.1- COMMISSION FEES FOR LEASE SERVICES:

2.1.1 Office lease acquisitions

For all work leading to and resulting in the signing of a lease for office space, as outlined in clause 5.1.9 of Annex A — Statement of Work (**SOW**), the Contractor will be paid a commission fee which will be calculated based on the applicable rate out of the forty all-inclusive fixed commission rates per rentable⁶ square metre (m²r) provided in Table 1 below.

Table 1: Firm all-inclusive fixed commission rates per m²r

Rentable Lease Area Ranges (m ² r)	Duration of Lease in years									
	1	2	3	4	5	6	7	8	9	10
1-500										
501-1,000										
1,001-1,500										
1,501-2,000										
Estimated cost for office space lease acquisitions: \$ (to insert at Contract award)										

Parking spaces are not included in the calculation of rentable areas. For leases with a partial year term, commission fees for the partial year period will be pro-rated on a monthly basis, using the difference between the full year commission rate and the following year rate. Option years will not be considered for remuneration.

For example, if we consider a 1,000 m²r lease with term of 5 years and 3 months. If the commission rates are \$35.00 for 5 year term and \$40.00 for 6 year term, the commission fees will be calculated as follows:

⁶ For definition of «rentable» area, please refer to <http://www.tpsgc-pwgsc.gc.ca/biens-property/lctn-ls/annx-schdl-b-eng.html>.

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$$(\$35.00 \times 1,000 \text{ m}^2\text{r}) + ((\$40.00 - \$35.00) \times 1,000 \text{ m}^2\text{r} / 12) \times 3 \text{ months} = \$35,000 + \$1,250 = \$36,250$$

The same rationale applies to clause 2.1.2 below.

2.1.2 Commercial letting services

For all work leading to and resulting in the signing of a commercial letting agreement, as outlined in clause 5.2.7 of the SOW, the Contractor will be paid a commission fee which will be calculated based on the applicable rate out of twenty all-inclusive fixed commission rates per m²r provided in Table 2 below.

Table 2: Firm all-inclusive fixed commission rates per m²r

Rentable Lease Area Ranges (m ² r)	Duration of Lease (Years)									
	1	2	3	4	5	6	7	8	9	10
1-500										
501-1,000										
Estimated cost for commercial letting services: \$ (to insert at Contract award)										

2.1.3 Conditions of payment for the work

2.1.3.1 Canada will pay the Contractor 100% of the all-inclusive commission fee calculated based on the applicable rate set out in Table 1 or Table 2 if Canada signs a lease for office space pursuant to clause 5.1.9 or a commercial letting agreement under clause 5.2.7, of the SOW that meets all the requirements agreed to in the initial TA.

2.1.3.2 If the Contractor, at any stage, proposes an amendment to the requirements agreed to in the initial TA or presents to Canada a signed offer containing a proposed amendment related to any of the items listed below:

- a) an effective rental rate higher than the target rental rate, for office space;
- b) an effective rental rate lower than the target rental rate, for commercial letting;
- c) the lease term and/or options to extend;
- d) the lease commencement date;
- e) the geographical boundaries;
- f) the amount of rentable square meters to be leased and/or number of parking spaces;
- g) the type of lease or letting agreement; and
- h) the base building standards

the Technical Authority may accept or reject the proposed amendment.

If the Technical Authority accepts the proposed amendment by issuing an amended TA, Canada will pay the Contractor 75% of the commission fee calculated based on the applicable rate set out in Table 1 or Table 2 if Canada signs a lease for office space pursuant to clause 5.1.9 or a commercial letting agreement under clause 5.2.7.

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2.2 FEES FOR LEASE ADVISORY/CONSULTANCY SERVICES IN SUPPORT OF LEASE/COMMERCIAL LETTING OPERATIONS:

The Contractor will be paid one firm all-inclusive fixed daily rate for the provision of all lease advisory/consultancy work and services as follows:

Table 3: Firm all-inclusive daily rate

SERVICES	FIRM ALL INCLUSIVE DAILY RATE \$	ESTIMATED LEVEL OF EFFORT	ESTIMATED SERVICES AMOUNT
Lease advisory/consultancy work	<i>(To be inserted at Contract award)</i>	<i>(To be inserted at Contract award)</i>	<i>\$(To be inserted at Contract award)</i>
Estimated cost for Lease advisory/consultancy services			<i>\$(to insert at Contract award)</i>

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Labour Cost: \$ _____ *(To be inserted at Contract award)*

3.0 Total Estimated Cost to a Limitation of Expenditure: \$ _____ *(Amount to be Inserted at contract award).*

With the exception of the firm all inclusive commission rates per rentable square meter and daily rate, specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the aforementioned Limitation of Expenditure.

4.0 Total Estimated Cost of GST or HST

The estimated GST or HST of \$ _____ is included in the total estimated cost shown on page 1 of this Contract *(Amount to be Inserted at contract award).*

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

See attached document

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ATTACHMENT 1 OF ANNEX C

INFORMATION TECHNOLOGY SECURITY REQUIREMENTS (ITSR)

This Attachment 1 describes the minimum security requirements that the Contractor should meet to ensure that the security and measures specified in this document are implemented and maintained throughout the operation of the Contract. These requirements have been developed based on a combination of Government of Canada (GC) security policies and industry best practices.

The Contractor MUST, upon the request of the Contracting Authority complete Attachment 1 to Annex C by: (1) indicating (by use of a checkmark next to the corresponding requirement in the validation column) each requirement it satisfies; and (2) providing evidence (e.g. refer to comparable internal/corporate/industry standard/policies) to support each satisfied requirement or a compensating safeguard (e.g. refer to comparable internal/corporate/industry safeguards) to support each unsatisfied requirement.

CISD will inspect after contract award, based on their standard Management of Information Technology Security checklist as well as the additional security requirements the contractor validated in the Annex C and Attachment 1 to ensure that they are met. If so CISD will grant approval to proceed with protected portions of the work.

Controls Description	Validation	Supporting Evidence / Compensating Safeguard
AC-1 ACCESS CONTROL POLICY AND PROCEDURES		
(A) The Contractor develops, disseminates, and reviews/updates at least annually a formal, documented access control policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
(B) The Contractor develops, disseminates, and reviews/updates at least annually formal, documented procedures to facilitate the implementation of the access control policy and associated access controls.		
AC 2 ACCOUNT MANAGEMENT		
(A) The Contractor manages information system accounts, including identifying account types (i.e., individual, group, system, application, guest/anonymous, and temporary).		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(B) The Contractor manages information system accounts, including establishing conditions for group membership.		
(C) The Contractor manages information system accounts, including identifying authorized users of the information system and specifying access privileges.		
(D) The Contractor manages information system accounts, including requiring appropriate approvals for requests to establish accounts.		
(E) The Contractor manages information system accounts, including establishing, activating, modifying, disabling, and removing accounts.		
(F) The Contractor manages information system accounts, including specifically authorizing and monitoring the use of guest/anonymous and temporary accounts.		
(G) The Contractor manages information system accounts, including notifying account managers when temporary accounts are no longer required and when information system users are terminated, transferred, or information system usage or need-to-know/need-to-share changes.		
(H) The Contractor manages information system accounts, including deactivating:		
(i) temporary accounts that are no longer required; and		
(ii) accounts of terminated or transferred users.		
(I) The Contractor manages information system accounts, including granting access to the system based on:		
(i) a valid access authorization;		
(ii) intended system usage; and		
(iii) other attributes as required by the Contractor or associated missions/business functions.		
(CE1) The Contractor employs automated mechanisms to support the management of information system accounts.		
AC-3 ACCESS ENFORCEMENT		
(A) The information system enforces approved authorizations for logical access to the system in accordance with applicable policy.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
AC- 4 INFORMATION FLOW ENFORCEMENT		
(A) The information system enforces approved authorizations for controlling the flow of information within the system and between interconnected systems in accordance with applicable policy.		
AC-5 SEPARATION OF DUTIES		
(A) The Contractor separates duties of individuals as necessary, to prevent malevolent activity without collusion.		
(B) The Contractor documents separation of duties.		
(C) The Contractor implements separation of duties through assigned information system access authorizations.		
AC- 6 LEAST PRIVILEGE		
The Contractor employs the concept of least privilege, allowing only authorized accesses for users (and processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.		
(CE1) The Contractor explicitly authorizes access to Canada's information to only those with the appropriate security clearance and a need to know.		
AC- 8 SYSTEM USE NOTIFICATION		
(C) The information system, for publicly accessible systems:		
(i) displays the system use information when appropriate, before granting further access; (ii) displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and (iii) includes in the notice given to public users of the information system, a description of the authorized uses of the system.		
(CE1) The Contractor permits actions to be performed without identification and authentication only to the extent necessary to accomplish mission/business objectives.		
AC-17 REMOTE ACCESS		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor documents allowed methods of remote access to the information system.		
(B) The Contractor establishes usage restrictions and implementation guidance for each allowed remote access method.		
(C) The Contractor authorizes remote access to the information system prior to connection.		
(D) The Contractor enforces requirements for remote connections to the information system.		
(CE6) The Contractor ensures that users protect information about remote access mechanisms from unauthorized use and disclosure.		
AC-18 WIRELESS ACCESS		
(CE4) The Contractor does not allow users to independently configure wireless networking capabilities.		
AC-20 USE OF EXTERNAL INFORMATION SYSTEMS		
(A) The Contractor establishes terms and conditions, consistent with any trust relationships established with other organizations owning, operating, and/or maintaining external information systems, allowing authorized individuals to access the information system from the external information systems.		
(B) The Contractor establishes terms and conditions, consistent with any trust relationships established with other organizations owning, operating, and/or maintaining external information systems, allowing authorized individuals to process, store, and/or transmit organization-controlled information using the external information systems.		
(CE2) The Contractor limits the use of organization-controlled portable storage media by authorized individuals on external information systems.		
IA-2 IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The information system uniquely identifies and authenticates organizational users (or processes acting on behalf of organizational users).		
IA-4 IDENTIFIER MANAGEMENT		
(A) The Contractor manages information system identifiers for users and devices by receiving authorization from a designated organizational official to assign a user or device identifier.		
(B) The Contractor manages information system identifiers for users and devices by selecting an identifier that uniquely identifies an individual or device.		
(C) The Contractor manages information system identifiers for users and devices by assigning the user identifier to the intended party or the device identifier to the intended device.		
(CE4) The Contractor manages user identifiers by uniquely identifying the user as either, employee, contractor, foreign national, etc.		
MP-3 MEDIA MARKING		
(A) The Contractor marks, in accordance with organizational policies and procedures, removable information system media and information system output indicating the distribution limitations, handling caveats, and applicable security markings (if any) of the information.		
MP-4 MEDIA STORAGE		
(A) The Contractor physically controls and securely stores [Assignment: organization-defined types of digital and non-digital media] within [Assignment: organization-defined controlled areas] and in accordance with the RCMP G1-001, Security Equipment Guide		
(B) The Contractor physically protects and securely stores Classified and Protected information system media awaiting destruction (either on- or off-site) using approved equipment, techniques, and procedures.		
MP-6 MEDIA SANITIZATION		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor sanitizes information system media, both digital and non-digital, prior to disposal, release out of organizational control, or release for reuse.		
(B) The Contractor employs sanitization mechanisms with strength and integrity commensurate with the classification or sensitivity of the information.		
(CE1) The Contractor tracks, documents, and verifies media sanitization and disposal actions.		
(CE2) The Contractor tests sanitization equipment and procedures to verify correct performance [Assignment: organization-defined frequency].		
(CE4) The Contractor sanitizes information system media containing sensitive information in accordance with applicable GC policies, standards, and procedures.		
(CE6) The Contractor destroys information system media that cannot be sanitized.		
PL-1 SECURITY PLANNING POLICY AND PROCEDURES		
(A) The Contractor develops, disseminates, and reviews/updates a formal, documented security planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
PL-2 SYSTEM SECURITY PLAN		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
<p>(A) The Contractor develops a security plan for the information system that:</p> <ul style="list-style-type: none">(a) Is consistent with the Contractor's enterprise architecture;(b) Explicitly defines the authorization boundary for the system;(c) Describes the operational context of the information system in terms of missions and business processes;(d) Provides the security categorization of the information system including supporting rationale;(e) Describes the operational environment for the information system;(f) Describes relationships with or connections to other information systems;(g) Provides an overview of the security control requirements for the system;(h) Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring and supplementation decisions; and(i) Is reviewed and approved by the authorizing official or designated representative prior to plan implementation.		
<p>(B) The Contractor updates the plan to address changes to the information system/environment of operation or problems identified during plan implementation or security control assessments.</p>		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
<p>(CE1) The Contractor:</p> <ul style="list-style-type: none">(a) Develops a security Concept of Operations (CONOPS) for the information system containing, at a minimum:<ul style="list-style-type: none">(i) the purpose of the system;(ii) a description of the system architecture;(iii) the security authorization schedule; and(iv) the security categorization and associated factors considered in determining the categorization; and(b) Reviews and updates the CONOPS annually.		
<p>(CE2) The Contractor develops a functional architecture for the information system that identifies and maintains:</p> <ul style="list-style-type: none">(a) External interfaces, the information being exchanged across the interfaces, and the protection mechanisms associated with each interface;(b) User roles and the access privileges assigned to each role;(c) Unique security control requirements;(d) Types of information processed, stored, or transmitted by the information system and any specific protection needs in accordance with applicable GC legislation and TBS policies, directives and standards; and(e) Restoration priority of information or information system services.		
PL-4 RULES OF BEHAVIOUR		
<p>(A) The Contractor establishes and makes readily available to all information system users, the rules that describe their responsibilities and expected behaviour with regard to information and information system usage.</p>		
PL-6 SECURITY-RELATED ACTIVITY PLANNING		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor plans and coordinates security-related activities affecting the information system before conducting such activities in order to reduce the impact on organizational operations (i.e., mission, functions, image, and reputation), organizational assets, and individuals.		
(B) The Contractor receives signed acknowledgment from users indicating that they have read, understand, and agree to abide by the rules of behaviour, before authorizing access to information and the information system.		
SA- 3 LIFE CYCLE SUPPORT		
(A) The Contractor manages the information system using a system development life cycle methodology that includes information security considerations.		
(B) The Contractor defines and documents information system security roles and responsibilities throughout the system development life cycle.		
(C) The Contractor identifies individuals having information system security roles and responsibilities.		
SA- 5 INFORMATION SYSTEM DOCUMENTATION		
(A) The Contractor obtains, protects as required, and makes available to authorized personnel, administrator documentation for the information system that describes:		
(a) Secure configuration, installation, and operation of the information system; (b) Effective use and maintenance of security features/functions; and (c) Known vulnerabilities regarding configuration and use of administrative (i.e., privileged) functions.		
SA- 7 USER-INSTALLED SOFTWARE		
(A) The Contractor enforces explicit rules governing the installation of software by users.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
<p>(CE1) The Contractor:</p> <ul style="list-style-type: none">(a) Conducts an organizational assessment of risk prior to the acquisition or outsourcing of dedicated information security services; and(b) Ensures that the acquisition or outsourcing of dedicated information security services is approved by [Assignment: organization-defined senior organizational official].		
AT-1 SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES		
(A) The Contractor develops, disseminates, and reviews/updates at least annually a formal, documented security awareness and training policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
IA-1 IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES		
(A) The Contractor develops, disseminates, and reviews/updates annually a formal, documented identification and authentication policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
(B) The Contractor develops, disseminates, and reviews/updates annually formal, documented procedures to facilitate the implementation of the identification and authentication policy and associated identification and authentication controls.		
(A) The Contractor implements an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery.		
(B) The Contractor coordinates incident handling activities with contingency planning activities.		
IR-6 INCIDENT REPORTING		
(A) The Contractor requires personnel to report suspected security incidents to the organizational incident response capability		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(B) The Contractor reports security incident information to PWGSC IT Security Coordinator.		
SA-6 SOFTWARE USAGE RESTRICTIONS		
(A) The Contractor uses software and associated documentation in accordance with contract agreements and copyright laws.		
(B) The Contractor employs tracking systems for software and associated documentation protected by quantity licenses to control copying and distribution.		
(C) The Contractor controls and documents the use of peer-to-peer file sharing technology to ensure that this capability is not used for the unauthorized distribution, display, performance, or reproduction of copyrighted work.		
SA-9 EXTERNAL INFORMATION SYSTEM SERVICES		
(A) The Contractor requires that providers of external information system services comply with organizational information security control requirements and employ appropriate security controls in accordance with the TBS Security and Contracting Management Standard		
(B) The Contractor defines and documents government oversight and user roles and responsibilities with regard to external information system services.		
(C) The Contractor monitors security control compliance by external service providers.		
(CE1) The Contractor:		
(a) Conducts an organizational assessment of risk prior to the acquisition or outsourcing of dedicated information security services; and		
(b) Ensures that the acquisition or outsourcing of dedicated information security services is approved by the Chief Security Officer.		
SC-1 SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor develops, disseminates, and reviews/updates [Assignment: organization-defined frequency] a formal, documented system and communications protection policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
(B) The Contractor develops, disseminates, and reviews/updates annually formal, documented procedures to facilitate the implementation of the system and communications protection policy and associated system and communications protection controls.		
SI- 5 SECURITY ALERTS, ADVISORIES, AND DIRECTIVES		
(A) The Contractor receives information system security alerts, advisories, and directives from designated external organizations on an ongoing basis.		
(B) The Contractor generates internal security alerts, advisories, and directives as deemed necessary.		
(A) The Contractor handles and retains both information within and output from the information system in accordance with applicable GC legislation and TBS policies, directives and standards, and operational requirements.		
(A) The Contractor requires personnel to report suspected security incidents to the organizational incident response capability within [Assignment: organization-defined time-period].		
(B) The Contractor reports security incident information to designated authorities.		
(A) The Contractor establishes a process for maintenance personnel authorization and maintains a current list of authorized maintenance organizations or personnel.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(B) The Contractor ensures that personnel performing maintenance on the information system have required access authorizations or designates organizational personnel with required access authorizations and technical competence deemed necessary to supervise information system maintenance when maintenance personnel do not possess the required access authorizations.		
(A) The Contractor develops, disseminates, and reviews/updates [Assignment: organization-defined frequency] a formal, documented media protection policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
(B) The Contractor develops, disseminates, and reviews/updates [Assignment: organization-defined frequency] formal, documented procedures to facilitate the implementation of the media protection policy and associated media protection controls.		
(A) The Contractor restricts access to [Assignment: organization-defined types of digital and non-digital media] to [Assignment: organization-defined list of authorized individuals] using [Assignment: organization-defined security measures].		
(CE1) The Contractor employs automated mechanisms to restrict access to media storage areas and to audit access attempts and access granted.		
MP-4 MEDIA STORAGE		
(A) The Contractor physically controls and securely stores all of Canadas information either digital and non-digital media within approved controlled areas and in accordance with the RCMP G1-001, Security Equipment Guide		
(B) The Contractor physically protects and securely stores Protected information system media awaiting destruction (either on- or off-site) using approved equipment, techniques, and procedures.		
MP-5 MEDIA TRANSPORT		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor protects and controls Canadas information either on digital and non-digital media during transport outside of controlled areas in accordance with the TBS Operational Security Standard on Physical Security and the RCMP Guide G1-009, Standard for the Transport and Transmittal of Sensitive Information and Assets		
CM-1 CONFIGURATION MANAGEMENT POLICY AND PROCEDURES		
(A) The Contractor develops, disseminates, and reviews/updates annually a formal, documented configuration management policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance.		
(B) The Contractor develops, disseminates, and reviews/updates annually a formal documented procedure to facilitate the implementation of the configuration management policy and associated configuration management controls.		
IA-2 IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)		
(A) The information system uniquely identifies and authenticates organizational users (or processes acting on behalf of organizational users).		
(CE8) The information system uses [Assignment: organization-defined replay-resistant authentication mechanisms] for network access to privileged accounts.		
(CE9) The information system uses [Assignment: organization-defined replay-resistant authentication mechanisms] for network access to non-privileged accounts.		
(CE100) The information system uses multifactor authentication for remote access to privileged accounts.		
IA-3 DEVICE IDENTIFICATION AND AUTHENTICATION		
(A) The information system uniquely identifies and authenticates [Assignment: defined list of specific and/or types of devices] before establishing a connection.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(CE1) The information system authenticates devices before establishing remote and wireless network connections using bidirectional authentication between devices that is cryptographically based.		
(CE3) The Contractor standardizes, with regard to dynamic address allocation, DHCP lease information and the time assigned to devices, and audits lease information when assigned to a device.		
(A) The Contractor manages information system authenticators for users and devices by verifying, as part of the initial authenticator distribution, the identity of the individual and/or device receiving the authenticator.		
(B) The Contractor manages information system authenticators for users and devices by establishing initial authenticator content for authenticators defined by the Contractor.		
(C) The Contractor manages information system authenticators for users and devices by ensuring that authenticators have sufficient strength of mechanism for their intended use.		
(A) The information system uniquely identifies and authenticates non-organizational users (or processes acting on behalf of non-organizational users).		
(A) The Contractor trains personnel in their incident response roles and responsibilities with respect to the information system.		
(A) The Contractor authorizes, monitors, and controls non-local maintenance and diagnostic activities.		
(B) The Contractor allows the use of non-local maintenance and diagnostic tools only as consistent with organizational policy and documented in the security plan for the information system.		
(C) The Contractor employs strong identification and authentication techniques in the establishment of non-local maintenance and diagnostic sessions.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor physically controls and securely stores [Assignment: organization-defined types of digital and non-digital media] within [Assignment: organization-defined controlled areas] and in accordance with the RCMP G1-001, Security Equipment Guide		
(B) The Contractor physically protects and securely stores Classified and Protected information system media awaiting destruction (either on- or off-site) using approved equipment, techniques, and procedures.		
(CE1) The Contractor employs cryptographic mechanisms to protect information in storage.		
(A) The Contractor maintains accountability for information system media during transport outside of controlled areas.		
(B) The Contractor restricts the activities associated with transport of such media to authorized personnel.		
(CE2) The Contractor documents activities associated with the transport of information system media.		
(CE4) The Contractor employs cryptographic mechanisms compliant with the requirements of control SC-13 to protect the confidentiality and integrity of information stored on digital media during transport outside of controlled areas.		
(A) The Contractor sanitizes information system media, both digital and non-digital, prior to disposal, release out of organizational control, or release for reuse.		
(CE6) The Contractor destroys information system media that cannot be sanitized.		
(A) The information system separates user functionality (including user interface services) from information system management functionality.		
(CE1) The information system prevents the presentation of information system management-related functionality at an interface for general (i.e., non-privileged) users.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The information system protects against or limits the effects of the following types of denial of service attacks: [Assignment: organization-defined list of types of denial of service attacks or reference to source for current list].		
(CE2) The information system manages excess capacity, bandwidth, or other redundancy to limit the effects of information flooding types of denial of service attacks.		
(A) The information system protects the integrity of transmitted information.		
(CE1) The Contractor employs cryptographic mechanisms to recognize changes to information during transmission unless otherwise protected by alternative physical measures. The cryptography must be compliant with the requirements of control SC-13.		
(A) The information system protects the confidentiality of transmitted information.		
(CE1) The Contractor employs cryptographic mechanisms to prevent unauthorized disclosure of information during transmission unless otherwise protected by alternative physical measures.		
(A) The information system provides mechanisms to protect the authenticity of communications sessions.		
(A) The information system protects the confidentiality and integrity of information at rest.		
(A) The Contractor employs malicious code protection mechanisms at information system entry and exit points and at workstations, servers, or mobile computing devices on the network to detect and eradicate malicious code:		
(a) Transported by electronic mail, electronic mail attachments, web accesses, removable media, or other common means; or (b) Inserted through the exploitation of information system vulnerabilities.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(B) The Contractor updates malicious code protection mechanisms (including signature definitions) whenever new releases are available in accordance with organizational configuration management policy and procedures.		
(C) The Contractor configures malicious code protection mechanisms to: (a) Perform periodic scans of the information system [Assignment: organization-defined frequency] and real-time scans of files from external sources as the files are downloaded, opened, or executed in accordance with organizational security policy; and (b) [Selection (one or more): block malicious code; quarantine malicious code; send alert to administrator; [Assignment: organization-defined action]] in response to malicious code detection.		
(C) The Contractor monitors the information system connections on an ongoing basis verifying enforcement of security control requirements.		
(A) The information system monitors and controls communications at the external boundary of the system and at key internal boundaries within the system.		
(B) The information system connects to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.		
(CE 1) The Contractor physically allocates publicly accessible information system components to separate sub-networks with separate physical network interfaces.		
(CE 2) The information system prevents public access into the Contractor's internal networks except as appropriately mediated by managed interfaces employing boundary protection devices.		

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Controls Description	Validation	Supporting Evidence / Compensating Safeguard
(A) The Contractor conducts backups of user-level information contained in the information system [Assignment: organization-defined frequency consistent with recovery time and recovery point objectives].		
(A) The Contractor requires that providers of external information system services comply with organizational information security control requirements and employ appropriate security controls in accordance with the TBS Security and Contracting Management Standard		

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ANNEXE D

INSURANCE REQUIREMENTS

The Contractor confirms that any agent or broker of the Contractor, or affiliated with the Contractor, and that provides services under this contract, is compliant with the requirements of RECO's insurance program or the OACI insurance program as the case may be and that the Contractor, agent and broker have Errors and Omissions liability insurance in the amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate, and Commercial General Liability Insurance with a limit not less than \$2,000,000 per occurrence. The Contractor shall arrange for the completion and submission of certificates of Commercial General Insurance and Errors and Omissions Liability insurance that will include policy provisions requiring insurers to give thirty (30) days' prior written notice to PWGSC in the event that such insurance is cancelled.

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ANNEX E

TASK AUTHORIZATION FORM

SECTION 1.0- GENERAL INFORMATION

RELATED CONTRACT: LEASE BROKERAGE SERVICES, CONTRACT N°: EP157-140570/001/ZG

CONTRACTOR NAME AND ADDRESS: _____
_____ (To be inserted at Contract award)

TASK AUTHORIZATION (TA) N°: _____ (Example: 001, 002, 003, etc.)
TA AMENDMENT N°, AS APPLICABLE: _____ (Example : 01, 02, 03, etc.)

PWGSC FILE N°: _____

TITLE: _____

REASON FOR AMENDMENT, AS APPLICABLE:

By signing this TA the Contractor certifies that there is no Conflict of Interest as per General Conditions 2035 (2013-06-27) Article 34 "Conflict of Interest and Values and Ethics Codes for the Public Service"

SECTION 2.0- DESCRIPTION OF REQUIREMENT

Office lease services: _____
Commercial letting Services _____
Lease Advisory and Consultancy Services: _____

DESCRIPTION:

Lease term: _____
Option to extend, as applicable: _____
Lease commencement date: _____
Geographical boundaries: _____
Amount of rentable square meters and parking: _____
Additional information as defined in clauses 5.1.4 and 5.2.4 of the SOW:

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Special requirements:

Details of the activities to be performed: As follows ____; See attached _____

Office Lease Services	Commercial Letting Services	Lease Advisory and Consultancy Services
5.1.5 Lease Negotiation Strategy Report	5.2.5 Letting Negotiation	5.3.1- Assisting in the development of lease tender documentation
5.1.6 Lease Negotiation	5.2.6 Preparation of Offer Summary and Recommendation for Approval	5.3.2- Assisting in the review and evaluation of Offers
5.1.7 Preparation of Lease Offer Documentation	5.2.7 Preparation and Signing of the Letting Agreement	
5.1.8 Preparation of Offer Summary and Recommendation for Approval		
5.1.9 Preparation and Signing of the Lease		

SECTION 3.0- DELIVERABLES, COMPLETION DATES AND TARGET RENTAL RATE

3.1- Description of the deliverables to be submitted for Office Lease services: As follows ____; See attached _____

Office Lease Services	Deliverables	Level of effort in number of days for each activity
5.1.5 Lease Negotiation Strategy Report	-Lease negotiation strategy (including all information required as per the SOW)	
	-Letter outlining the risks in the strategy	
5.1.6 Lease Negotiation	-Negotiation with the identified Offeror	
5.1.7 Preparation of Lease Offer Documentation	-Preparation of lease offer documentation using the PWGSC Generic Lease Documentation Package	
	-Submission of the offer to the Lessor for signature	
	-Review of the signed lease offer	
	-Report on discrepancies to the Technical Authority	
	-Assistance to resolve issues caused by changes (if any) to the lease	

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Office Lease Services	Deliverables	Level of effort in number of days for each activity
5.1.8- Preparation of Offer Summary and Recommendation for Approval	-Preparation of Offer Summary	
5.1.9- Preparation and signing of the Lease	-Preparation of Recommendation Report	
	-Submission of draft letter of award and draft copy of lease	
	-Submission of Total Consideration	
	-Submission of Lease Information Sheet	
	-Submission of Memo to Pay	
	-Submission of approved letter of award on PWGSC letterhead	
	-Submission of electronic copy and original of approved lease	
	-Submission of letter of award (signed) and lease to the Lessor for signature	
	-Assistance to resolve issues caused by changes (if any) to the lease contract	
	-Submission of the request for lease registration	
	-Submission of the notice of lease registration letter to the Lessor, after registration	
	-Submission of a complete lease project file including signed lease and all supporting documentation.	

The above table will be modified accordingly when initiating TA for Commercial Letting and Lease Advisory/Consultancy Services.

Name of Contractor's proposed resource(s) assigned to task:

3.2- Effective Target Rental Rate (to be inserted in the initial TA):

Effective Target Rental Rate means the target rental rate net of financial concessions, such as a rent free period or a contribution toward the cost of leasehold improvement, calculated on a discounted basis to reflect the time value of money.

For this TA, the Effective Target Rental Rate agreed to by Canada and the Contractor is: \$ _____/m²r

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SECTION 6.0- METHOD OF PAYMENT:

Single payment
 Monthly payments

1. Canada reserves the right to terminate this TA at any time in whole or in part by giving two (2) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

SECTION 7.0- APPROVALS:

AN APPROVED TA MUST BE SIGNED BY: A) THE TA APPROVAL AUTHORITY (OR, AS APPLICABLE, THE TA APPROVAL AUTHORITIES) SPECIFIED AT IN THE CLAUSE 1.2.3 OF THE CONTRACT; AND B) BY THE CONTRACTOR.

APPROVED: _____
Project Authority Signature Date

APPROVED: _____
(as applicable) PWGSC Contracting Authority Signature Date

ACCEPTED BY: _____
Contractor Signature Date
(Name, title and signature of individual authorized to sign on behalf of Contractor)

APPROVED: _____
Financial Authority Signature Date
(Certified pursuant to sub-section 32(1) of Financial Administration Act)

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ANNEX F

Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs

See attached document



Contract Number / Numéro du contrat EP157 14 0570
Security Classification / Classification de sécurité UNCLASSIFIED

**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	Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction	RPB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Lease Brokerage Service Contract		
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"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

Summary of all Authorized TAs

Canada's Total Liability - All TAs	Total Estimated Cost Authorized in all TAs, Applicable Taxes extra	Total Cost Incurred, Applicable Taxes extra -	Total Cost Invoiced, Applicable Taxes extra -	Cumulative Amount of Applicable Taxes	Total Amount Paid, Applicable Taxes included -
\$700,000.00	\$42,000.00	\$16,695.60	\$15,395.60	\$769.78	\$11,540.20