

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

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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		Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 20140570		Date 2014-01-07
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	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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Please see attached Solicitation Amendment 001.

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This Solicitation Amendment 001 is raised to answer Bidder's questions and modify the Request for Proposal (RFP).

Questions and Answers

Question 1:

Bilingual capability – is it sufficient for a member of the Bidding Team have the ability to speak French, or will full fluency (Oral, written, and reading) be a requirement.

Answer 1:

PWGSC, as a federal government department, must have the capacity to read, write and speak in both official languages. As such, the agent must possess this capacity as well. There may be task authorizations provided during this contract which will require the Contractor to communicate orally and in writing in French while negotiating and preparing the Lease Documentation package or Letting Agreement.

Question 2:

We assume the requirement for an affiliation with a licensed broker on the opposite side of the river is a requirement of our respective governing bodies (RECO & OACI) that in order to assist in the trading of real estate, one has to be licensed to trade in that respective province. We have an office in Montreal, with several brokers who work in on the Gatineau side on occasion – would this be sufficient, or would the named broker have to live in metropolitan Gatineau if the Bidding team came from Ottawa?

Answer 2:

If the Bidder came from Ottawa, the affiliate broker(s) would have to be licensed in the province of Quebec. Please see the RFP amendment below the requirement to also be located in the National Capital Area has been removed.

Question 3:

Would you please confirm under Mandatory Technical Criteria, under section MT3.6, the Transaction Manager (office), in addition to having completed one lease transaction of 5,000 square meters, the broker in question must have completed 50,000 square meters (538,210 square feet) of office space leasing transactions in the last five years.

Answer 3:

Please see the RFP amendment below the requirement has been changed from 50,000 square metres to 15,000 square metres.

The RFP is hereby amended as follows:

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DELETE the Attachment 1 to Part 3 – Pricing Schedule in its entirety

REPLACE with the following:

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 firm all-inclusive fixed commission rates per rentable square meter (the Bidder must provide a rate for each of the one hundred boxes in Table 1 and forty 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 one hundred rates provided in Table 1 below. Consequently, the Bidder must provide, in Table 1, one hundred firm 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										
2,001 – 2,500										
2,501 – 3,000										
3,001 – 3,500										

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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3,501 – 4,000										
4,001 – 4,500										
4,501 – 5,000										

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 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 forty rates provided in Table 2. Consequently, the Bidder must provide in the Table 2 below, forty firm 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										
1,001 – 1,500										
1,501 – 2,000										

2.1.3 Conditions of payment for the work

2.1.3.1 Canada will pay the Contractor 100% of the firm 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;

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- 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 Project Authority may accept or reject the proposed amendment.

If the Project 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 firm all-inclusive 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**:

Total evaluated price for office space lease acquisitions=

$$\begin{aligned} &[(\text{sum of all fees quoted under lease area 1 to } 500\text{m}^2\text{r}) \times 250\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 501 \text{ to } 1,000\text{m}^2\text{r}) \times 750\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 1001 \text{ to } 1,500\text{m}^2\text{r}) \times 1,250\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 1501 \text{ to } 2,000\text{m}^2\text{r}) \times 1,750\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 2,001 \text{ to } 2,500\text{m}^2\text{r}) \times 2,250\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 2,501 \text{ to } 3,000\text{m}^2\text{r}) \times 2,750\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 3,001 \text{ to } 3,500\text{m}^2\text{r}) \times 3,250\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 3,501 \text{ to } 4,000\text{m}^2\text{r}) \times 3,750\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 4,001 \text{ to } 4,500\text{m}^2\text{r}) \times 4,250\text{m}^2\text{r}] \\ &+ [(\text{sum of all fees quoted under lease area from } 4,501 \text{ to } 5,000\text{m}^2\text{r}) \times 4,750\text{m}^2\text{r}] \end{aligned}$$

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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 to 500m²r x 250m²r]
+[(sum of all fees quoted under lease area from 501 to 1,000m²r) x 750m²r]
+[(sum of all fees quoted under lease area from 1,001 to 1,500m²r) x 1,250m²r]
+[(sum of all fees quoted under lease area from 1,501 to 2,000m²r) x 1,750m²r]

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
2,001 – 2,500	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$27.50	\$27.50	\$30.00	\$30.00	\$35.00	\$618,750.00
2,501 – 3,000	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$27.50	\$27.50	\$30.00	\$30.00	\$35.00	\$687,500.00
3,001 – 3,500	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$22.50	\$25.00	\$27.50	\$27.50	\$30.00	\$755,625.00
3,501 – 4,000	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$22.50	\$25.00	\$27.50	\$27.50	\$30.00	\$778,125.00
4,001 – 4,500	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00	\$828,750.00
4,501 – 5,000	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00	\$828,750.00
Total evaluated price for office space lease acquisitions											\$5,936,750.00

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
1,001 – 1,500	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00	\$50.00	\$462,500.00
1,501 – 2,000	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00	\$568,750.00
Total evaluated price for commercial letting services											\$1,454,250.00

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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,

$$\begin{aligned}\text{TBEP} &= (\$5,936,750.00 \times 70\%) + (\$1,454,250.00 \times 15\%) + (\$200,000.00 \times 15\%) \\ &= \$4,155,725.00 + \$218,137.50 + \$30,000.00 \\ &= \$4,403,862.50\end{aligned}$$

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In Attachment 1 to Part 4 – Evaluation Procedures

DELETE the **MT3, Table 7 RT4.1, Table 8 RT 4.2, and Table 9 RT5.1** in its entirety

REPLACE with the following:

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;</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;</p> <p>MT3.6: The Transaction Manager (Office) has completed at least one (1) office lease transaction of five thousand rentable square metres (5,000 m²r) and office lease transactions totaling fifteen thousand rentable square metres (15,000 m²r) 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 (5,000 m²r) within the past five (5) year period;</p> <p>MT3.8: The successful firm 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</p>
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	information on the MT3.6 lease transactions: <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- 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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Table 7 RT4.1

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 \$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 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

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	and does not define roles and responsibilities. Does not meet the value threshold of \$500K 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.

TABLE 9 RT5.1

The Bidder's understandings are appropriate to the Federal Government Program.	
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

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	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.

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DELETE the Annex B – Basis of Payment in its entirety

REPLACE with the following:

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 one hundred firm all-inclusive fixed commission rates per rentable² 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										
2,001 – 2,500										
2,501 – 3,000										
3,001 – 3,500										
3,501 – 4,000										
4,001 – 4,500										
4,501 – 5,000										
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

² 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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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:

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

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 forty firm 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										
1,001 – 1,500										
1,501 – 2,000										
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 firm 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:

- an effective rental rate higher than the target rental rate, for office space;
- an effective rental rate lower than the target rental rate, for commercial letting;
- the lease term and/or options to extend;
- the lease commencement date;
- the geographical boundaries;
- the amount of rentable square meters to be leased and/or number of parking spaces;
- the type of lease or letting agreement; and

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h) the base building standards
the Project Authority may accept or reject the proposed amendment.

If the Project 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 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	(To be inserted at Contract award)	(To be inserted at Contract award)	\$(To be inserted at Contract award)
Estimated cost for Lease advisory/consultancy services			\$(to insert at Contract award)

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 Project 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).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED