



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**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**

<b>Title - Sujet</b> Commercial Real Estate Services	
<b>Solicitation No. - N° de l'invitation</b> EW703-161457/A	<b>Date</b> 2015-12-07
<b>Client Reference No. - N° de référence du client</b> RCMP EW703-161457	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-607-10642	
<b>File No. - N° de dossier</b> EDM-5-38219 (607)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-01-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jenkinson, Lorraine	<b>Buyer Id - Id de l'acheteur</b> edm607
<b>Telephone No. - N° de téléphone</b> (780) 497-3593 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVENUE EDMONTON Alberta T5J1S6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

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

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**TITLE: Commercial Real Estate Services for the marketing and sale of a federal property located at 621 Academy Road, Winnipeg, Manitoba**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

- a. There is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility or site, as and where required by RCMP personnel or those authorized by the RCMP to do so on its behalf.
- b. Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

### **1.2 Statement of Work**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.5 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 Public Works and Government Services Canada.

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](#) (2015-07-03), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

**Bids transmitted by facsimile to PWGSC will be accepted.**

### **2.3 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 3.1 Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### 3.2 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 FPSs in receipt of a pension, as applicable:

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

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

### 3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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.

## 2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at:

**DATE:** DECEMBER 22, 2015 (TUESDAY)  
**TIME:** 1:00 p.m. CST  
**LOCATION:** 621 Academy Road, Winnipeg, MB

Bidders are requested to communicate with the Contracting Authority **no later than NOON (MST), DECEMBER 21, 2015** to confirm attendance and provide the name(s) of the person(s) who will attend.

**OR**

**DATE:** JANUARY 5, 2016 (TUESDAY)  
**TIME:** 10:00 a.m. CST  
**LOCATION:** 621 Academy Road, Winnipeg, MB

Bidders are requested to communicate with the Contracting Authority no later than **NOON (MST), JANUARY 4, 2016** to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from

submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 2.7 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 "B".

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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copy or 1 fax copy)
- Section II: Financial Bid (1 hard copy or 1 fax copy)
- Section III: Certifications (1 hard copy or 1 fax copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

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

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

- a) Bidders must submit their financial bid in accordance with the following. The total amount of Applicable Taxes must be shown separately.

**COMMISSION RATE:** \_\_\_\_\_ %

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 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.

**4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "B".

**4.1.2 Financial Evaluation**

- a. The Financial evaluation criteria are included in Annex "B".
- b. *SACC Manual* Clause A0222T (2014-06-26), Evaluation of Price

**4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

**4.2.1** To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- a. meet all mandatory criteria; and
- a. obtain the required minimum of **50 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **90 points**.

**4.2.2** Bids not meeting (a) or (b) or (c) will be declared non-responsive.

**4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

**4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

**4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

**4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

**5.1 Certifications Required with the Bid**

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

**5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form \(http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

**5.2 Certifications Precedent to Contract Award and Additional Information**

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

## 5.2.1 Integrity Provisions – List of Names

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

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

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

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 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.

### 5.2.3.2 Education and Experience

*SACC Manual* clause [A3010T](#) (2010/08/16), Education and Experience

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

- a. There is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility or site, as and where required by RCMP personnel or those authorized by the RCMP to do so on its behalf.
- b. Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

### 6.2 Statement of Work

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

### 6.3 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 Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2035](#) (2015-07-30), [General Conditions - Higher Complexity - Services](#) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

4008 (2008-12-12) - Personal Information

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The initial term of the Contract is 180 days commencing upon the signing of the issuance of the contract. Extensions may be granted as agreed to in writing by the PWGSC Contracting Authority, the PWGSC Project Authority and the Contractor on the same terms and conditions as the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
ABT Place, North Tower, 5<sup>th</sup> Floor  
10025 Jasper Avenue NW  
Edmonton, AB T5J 1S6

Telephone: 780-497-3593 Facsimile: 780-497-3510  
E-mail address: [Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca](mailto:Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca)

Solicitation No. - N° de l'invitation  
EW703-161457/A  
Client Ref. No. - N° de réf. du client  
EW703-161457

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-5-38219

Buyer ID - Id de l'acheteur  
edm607  
CCC No./N° CCC - FMS No./N° VME

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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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

***(To be named in the Contract.)***

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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

##### 6.7.1.1 List Price \$

- a) Canada, at all times, reserves the right and power to unilaterally set the price of and for the federal real property and to change it at any time during the term of this Agreement.
- b) The Contractor will list the federal real property as set forth herein as Statement of Work "A" for a price of as follows:

**List Price \$** \_\_\_\_\_

**Deposits** are payable to the **Receiver General for Canada**.

### 6.7.1.2 COMMISSION - Payment of Commission

1. Subject to the terms and conditions of this Agreement and in consideration for the performance of the services, Canada will pay to the Contractor a commission based on the actual sale price of the Property, exclusive of applicable taxes.
2. The amount of the commission payable under the contract will be at the rate of \_\_\_\_\_%, with Applicable Taxes extra as applicable.
3. No commission will be paid to the Contractor unless and until an instrument of grant or letters patent as defined by the Federal Real Property and Federal Immovables Act has been registered on title.
4. The commission will be payable to the Contractor within thirty (30) days of the date the letters patent are issued or the instrument of grant has been registered.

### 6.7.1.3 Holdover

If, within 30 days of expiry of this Agreement, there is a sale of the property by Canada, or anyone on Canada's behalf to anyone who, during the currency of this Agreement, has been made aware of the property through marketing activities by the Contractor or cooperating brokers and/or with whom the Contractor or cooperating brokers had discussions or other communications regarding the property and/or to anyone to whom the Contractor or cooperating brokers may have shown the property, Canada will advise the Contractor immediately of such sale and pay the aforesaid commission to the Contractor on completion of the sale. If, within such period, Canada grants a listing agreement to another contractor and the property is sold under such listing agreement, the liability of Canada for payment of a commission will be limited to that contractor only.

### 6.7.2 Limitation of Price

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

### 6.7.3 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 delivered has been accepted by Canada.

### 6.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

### 6.8 Invoicing Instructions

- 6.8.1 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.

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Each invoice must be supported by:

- a. copy of the release document and any other documents as specified in the Contract;

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ (*Insert the name of the organization*)  
\_\_\_\_\_ (*Insert the address of the organization*)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications

### 6.9.1 Compliance

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

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12) - Personal Information;
- (c) the general conditions 2035 (2015-07-30), [General Conditions - Higher Complexity - Services](#);
- (d) Annex A, Statement of Work;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

### 6.12 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

### 6.13 Indemnification

The Contractor shall indemnify and save harmless Canada from all claims, losses, damage, expenses, actions and other legal proceedings, howsoever suffered, incurred, made or instituted, that are attributable to injuries, violations or damage resulting from the negligence of or an omission by the Contractor, its employees, agents or persons for whose performance or alleged performance of this contract it has assumed responsibility.

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#### **6.14 Insurance – Specific Requirements**

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

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

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

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## **ANNEX "A" - STATEMENT OF WORK**

### **Commercial Realty Services**

**Royal Canadian Mounted Police (RCMP)  
Forensics Lab  
621 Academy Road  
Winnipeg, Manitoba**

#### **Prepared by:**

*Real Estate Services  
Western Region*

*September 27, 2015*

## 1.0 TITLE

Commercial Real Estate Agent to undertake the marketing and sale of a federal property located at 621 Academy Road, Winnipeg, Manitoba.

## 2.0 BACKGROUND

Through its real property business line, Public Works and Government Services Canada (PWGSC) provides federal departments and organizations with affordable, productive work environments, a full range of real property services, as well as strategic and expert advice that supports the Government of Canada (GoC) in the delivery of programs to Canadians.

In addition to PWGSC, there are a number of other federal government departments who are also custodians of real property. These departments own property that fits the unique mandates of their respective programs. Many of these departments have a number of properties that no longer meet their program needs and thus have been declared surplus.

On behalf of the Royal Canadian Mounted Police (RCMP), PWGSC's Real Property Branch is looking for real estate services related to the disposal of one of these properties.

## 3.0 REQUIREMENTS

Public Works Government Services (PWGSC) is seeking proposals from Real Estate Agents with professional experience in commercial real estate, for the marketing and sale of the RCMP Forensics Laboratory located at 621 Academy Road in Winnipeg, Manitoba.

### 3.1 The Subject Property:

The Winnipeg Forensics Lab was constructed in 1985 for occupancy by the RCMP. In March 2014, it was declared surplus to program requirements.

<b>Address:</b>	621 Academy Road, Winnipeg, MB
<b>Legal Description:</b>	Parcel 'B', Plan 17079, WLTO EXC Parcel 'A', Plan 17837, WLTO in RL 60 & 61, Parish of St. Boniface
<b>Property Description:</b>	The subject site is located on the north side of Academy Road, East of its intersection with Kenaston Boulevard/ Route 90.
<b>Site Area:</b>	1.067 hectares (114,851 ft <sup>2</sup> )
<b>Improvements:</b>	In good condition
<b>Building Area:</b>	3,989 m <sup>2</sup> (38,197 ft <sup>2</sup> )
<b>Occupation:</b>	RCMP staff on site until building is sold
<b>Heritage Designation:</b>	N/A
<b>Environmental:</b>	Phase 1 Environmental Site Assessment (2013) concluded that a Phase II was not recommended
<b>DFRP # 30321:</b>	<a href="http://www.tbs-sct.gc.ca/dfrp-rbif/pn-nb/30321-eng.aspx?qid=18679672">http://www.tbs-sct.gc.ca/dfrp-rbif/pn-nb/30321-eng.aspx?qid=18679672</a>

#### **4.0 SCOPE OF WORK**

The Contractor will:

- Enter into a contract for Commercial Real Estate Services;
- Undertake listing the Property with the Multiple Listing Service (MLS) or another PWGSC acceptable method;
- Develop a marketing strategy, including advertising materials, and implement the strategy for sale;
- List and market the property as outlined in the Real Estate Agent's marketing strategy
- Report on progress, viewings and market developments to the PWGSC Project Authority
- Co-ordinate all prospective buyers (and their Real Estate Agents) visits to the property with a local RCMP representative;
- Cooperate with other brokers and share the information contained in the published listing, as required;
- Negotiate the purchase prices, conditions and terms;
- Sell the property at fair market value as agreed upon by the PWGSC Project Authority ;
- Assemble, arrange, execute, transmit and receive all documentation as required to close the sale;
- Pay any commission owing to any cooperating broker from the commission paid to the original broker;

##### *4.1 Listing terms*

- a) The REAL ESTATE AGENT undertakes to list the Property with the Multiple Listing Service MLS\* where available of its Real Estate Board, or other PWGSC acceptable methods.
- b) The REAL ESTATE AGENT is authorized to co-operate with any other broker and share the information contained in the published listing with any broker.
- c) Any commission paid to any co-operating broker shall be paid from the commission paid to the REAL ESTATE AGENT.
- d) The REAL ESTATE AGENT is authorized to disclose information pertaining to the property to the Real Estate Board to which the REAL ESTATE AGENT belongs for such purposes as it requires, including compilation of statistics and publication to all its members or otherwise.  
  
\*Multiple Listing Service and MLS are registered certification marks owned by the Canadian Real Estate Association.
- e) The REAL ESTATE AGENT has the sole and exclusive right to place a "For Sale" sign on the property and undertakes to do so within thirty (30) days of signing this contract.
- f) The REAL ESTATE AGENT can place a "SOLD" sign on the property if appropriate.

#### **5.0 DELIVERABLES**

The Real Estate Agent must perform and complete the Scope of Work within the time that is prescribed with care, skill, fairness, diligence and efficiency.

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## **6.0 LANGUAGE REQUIREMENTS**

The Real Estate Agent must have the ability to work and conduct business in English. All reports, summaries, presentation materials, transaction documents, etc. required by PWGSC Western Region, must be provided in English.

## **7.0 CLIENT SUPPORT**

The PWGSC Project Authority will provide to the Real Estate Agent, in a timely manner, all material or information in their possession that is required to fulfill its obligations under the Contract.

## **8.0 CLIENT LOCATION**

The Real Estate Agent will be expected to work with PWGSC (the Client) offices located in Edmonton, Alberta.

## **9.0 TRAVEL EXPENSES**

The Real Estate Agent will not be reimbursed for any travel expenses.

## ANNEX "B" – INSURANCE REQUIREMENTS

### B1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**B2. Errors and Omissions Liability Insurance**

- 2.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 2.3 The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX "C" – EVALUATION CRITERIA**

**1.0 Mandatory Technical Evaluation:**

Bidders *must* demonstrate meeting the mandatory criteria below by providing documentation as proof in their bid. Simply stating that the mandatory technical criteria is met or complied with is not sufficient. Failure to demonstrate meeting the mandatory technical criteria will result in the bid being deemed non-responsive and it will be given no further consideration.

**2.0 Point Rated Technical Criteria:**

The evaluation will be based solely on the information contained within the Bid. PWGSC may confirm information or seek clarification from Bidders.

- a) Each evaluation criterion has a point allotment that reflects its importance in proposal submissions. The degree to that the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to the total point allotment, with 0 meaning the proposal completely fails to satisfy the requirements, and the total allotment meaning the proposal fully meets the outlined criterion.
- b) Each bid must achieve a minimum score of 70% of the maximum total points available overall. Bids that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

1.0	MANDATORY TECHNICAL CRITERIA	Yes/No	Identify where the supporting documentation is located in the Bid (i.e. page #)
1.1	Bidder must hold a current and valid real estate license in the <u>Province of Manitoba</u> and be authorized to trade in real estate in the <u>Province of Manitoba</u> .  <b>Mandatory information to be submitted:</b>  1. A copy of the Real Estate Agent's Real Estate License confirming membership, and  2. Bidder must provide proof of registration with a brokerage that holds a current and valid license to trade in real estate in the Province of Manitoba.		

2.0	POINT RATED CRITERIA	Maximum Points Available	Identify where the supporting documentation is located in the Bid (i.e. page #)
2.1	<p><b>EXPERIENCE</b></p> <p>The Bidder demonstrates that they have completed a <i>minimum</i> of 3 commercial sales similar to the subject property with associated addresses, listing and final selling price within the last 7 years.</p> <p><b>Information to be submitted:</b></p> <p>A comprehensive description of the 3 commercial sales similar to the subject property completed within 7 years from date of bid close, including type of property, location, size of property, sale price including date of listing, detailed description of marketing plan (including samples of advertising materials) and amount of time listed on the market before sale.</p> <p>For evaluation purposes, only the first three (3) properties listed will be evaluated, with all projects able to receive a <b>maximum of 15 points each</b>.</p>	45	
2.2	<p><b>MARKETING PLAN</b></p> <p>Provide a strategy for disposal of the subject property.</p> <p><b>Information to be submitted:</b></p> <ol style="list-style-type: none"> <li>1. An analysis of the type of market there is for the subject property including potential purchasers, market conditions, etc. <b>(maximum 5 points)</b></li> <li>2. A suggested list price with a rationale using recent sold and recent comparable listings and factors that were taken into account to determine a list and anticipated sale price <b>(maximum 10 points)</b></li> <li>3. Marketing plan on strategies that will be used, descriptions of types of advertising, signage, brochures, realty publication, etc. that will be used to give exposure to potential buyers <b>(maximum 30 points)</b></li> </ol>	45	
	<b>Maximum points available:</b>	<b>90</b>	
	<b>Minimum Points Acceptable (70%)</b>	<b>63</b>	
	<b>Total Points Awarded</b>		

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**3.0 CALCULATION OF BID EVALUATION TOTAL COST:**

The Financial Bid will be assessed as follows:

Real Estate Agent's Commission rate: \_\_\_\_\_% x Estimated List Price \$2,000,000.00 = Commission Value \$\_\_\_\_\_ (Applicable Taxes extra as applicable).

(Note: The estimated list price above is for evaluation purposes only and is not to be construed as a firm commitment from Canada. The actual value may vary from this amount.)

**4.0 MERIT/COST CALCULATION**

<b>MERIT:</b> Bidder's Overall Total Point Score/Total Point Available X 60	
<b>COST :</b> Lowest Commission Value / Bidder's Commission Value X 40	
<b>TOTAL SCORE:</b>	

**RATING SCALE:**

	RESULTS	MAXIMUM SCORE PER CATEGORY	45
<b>QUALIFIED</b>	EXCELLENT:	Exceptional. Should ensure extremely effective performance.	41-45
	VERY GOOD:	Above average and more than adequate for effective performance.	36-40
	GOOD:	Average and should be adequate for effective performance.	32-35
	FAIR:	Just acceptable and should meet minimum performance requirements.	27-31
<b>UNQUALIFIED</b>	UNSATISFACTORY:	Unacceptable. Insufficient for performance requirements.	0-26