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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus an attachment 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; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

[Attachment 1 to Part 3 includes information regarding Certifications; The Annexes include the Statement of Work (Annex A), and the Basis of Payment (Annex B)

1.2 RE-ISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 19-143241-ARAK-AB dated September 11, 2018 with a closing of September 25, 2018 at 14:00 Eastern Daylight Savings (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.3 SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide the services for the Appraisal and Market Research Services for the Embassy of Canada in New York City, New York as described in the Statement of Work – Annex A, attached herein.

The Work is to be performed from the contract award date (tentatively set for March 1, 2019 for a period of two (2) months. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

[The requirement is subject to the provisions of the:

- a) North American Free Trade Agreement (NAFTA);
- b) Agreement on Internal Trade (AIT);
- c) World Trade Organization Agreement on Government Procurement (WTO-AGP);
- d) Canada - Chile Free Trade Agreement (CCFTA);
- e) Canada - Peru Free Trade Agreement (CPFTA);
- f) Canada - Columbia Free Trade Agreement;
- g) Canada - U.S. Agreement on Government Procurement;
- h) Canada - Panama Free Trade Agreement, Chapter 16 - Government Procurement;
- i) Canada - Honduras Free Trade Agreement, Chapter 17 - Government Procurement.

1.4 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

2.2.1 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.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 ID 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>) of the **SACC Manual** by reference into and form part of the bid solicitation.

2.3.2 Except in the case of the Consent *to a Criminal Record Verification form – PWGSC-TPSGC 229*, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; **all references to facsimile number of “819-997-9776” are deleted**; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

2.3.3 Subsection 05 (2014-09-25) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.4 Subsection 06 (2007-05-25) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph **2.3.5**

2.3.5 Subsection 07 (2012-03-02) Delayed Proposals

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).

2.3.6 Subsection 08 (2012-03-02) Transmission by Facsimile

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile.

2.4 SUBMISSION OF PROPOSALS

2.4.1 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>).

2.4.2 Proposals must be received by DFATD at the address identified, by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

2.4.3 E-mail Proposal Receiving Unit Address is Solely for Delivery of Bids and Enquiries: The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater; |

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- Minimum type face of 10 points.
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The e-mail was rejected or put in quarantine because it contains executable code (including macros);
- The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.5 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;

- e. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,
- f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.7 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

2.5.1 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 7 Days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2.5.2 Bidders should reference as accurately as possible the numbered item of the RFP 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.

2.5.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 APPLICABLE LAWS

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

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.

2.7 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.9 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests Bidders provide their proposal in a Soft copy format.

Canada requests that Bidders provide their electronic proposals in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal (soft copies by email submission)
Section II: Financial Proposal (soft copies by email submission)
Section III: Certifications (soft copies by email submission)

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled "**Technical Proposal 19-143241-ARAK-AB-2**";
Bidders must submit their technical proposal in accordance with Section I. This section should not exceed 30 double-sided pages. Material exceeding the 30 page maximum will not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 30 page limit.

The Bidder must provide the necessary documentation to support compliance with this requirement:

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation;
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation;
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once; and
- d. It is recommended that the Bidder include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet "b" above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested.

Compliance with the references bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. Canada's Representative will have the right to ask for additional information to verify bidders' compliance with the references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of Canada's Representative for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point-Rated Technical Criteria listed below which require Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions which include:

- Name and description of client organization;
- Name, phone number, e-mail address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Overview of quality assurance and quality control process performed by the Bidder;
- Outcomes of the project;
- Description of the Consultant roles and responsibilities in the project.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal 19-143241-ARAK-AB-2**”;
Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed.

3.4 FIRM PRICE

- 3.4.1** Bidders must quote an all-inclusive Firm Price in USD on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.
- 3.4.2** All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 TAXES

- 3.5.1** The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.
- 3.5.2** Canada will pay the Bidder's output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).

3.6 CERTIFICATIONS

Section III: to be labeled “**Certifications 19-143241-ARAK-AB-2**”;
Bidders must submit the certifications required under section 5.17 Certifications of the draft contract.

Please see Attachment 1 to Part 3 for Certifications instructions.

3.6.1 Federal Contractors Program for Employment Equity – Bid Certification

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

The Bidder must provide Canada's Representative with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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.

Canada's Representative 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 Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

A1.2. SET-ASIDE FOR ABORIGINAL BUSINESS

A2. 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, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. 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 equal or higher qualifications and experience. The Bidder must advise Canada's Representative 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 Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A2.3. 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.

A2.4. 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.

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.

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](#).

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.

A2.5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
 - OR**
 - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR**
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time*, the bid will be set aside and given no further consideration.

4.2 BASIS OF SELECTION

4.2.1 SACC Manual Clause [A0035T](#), Basis of Selection – Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 60% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **75 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract

4.4.2 The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract by the total technical score, to establish the lowest evaluated price per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	94,000.00	180	522.22 per point
*Bidder 2	81,000.00	156	519.23 per point
Bidder 3	75,000.00	135	555.55 per point
Bidder 4	70,000.00	115	N/A non-compliant

*In the above scenario, Bidder #2 would be declared the successful bidder.

4.3 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included below.

4.4 MANDATORY CRITERIA

MT 1: Corporate Experience

Bidders must have a minimum of 5 years of recent* experience (as of the closing date) with commercial and residential valuation (appraisal) projects in New York City.

Information to be submitted to demonstrate experience:

- 1) Title of project(s)
- 2) Name of client organization(s)
- 3) Start and end dates of project(s)
- 4) Location of Work of the project(s) within New York City

* Recent is defined as experience obtained between January 1, 2008 and the closing date.

MT 2: Team Leader Experience

The Team Leader must have a minimum of 5 years of recent* experience (as of the closing date) conducting property valuations and market studies on the island of Manhattan.

Information to be submitted to demonstrate experience:

- 1) Name of the proposed Team Leader
- 2) Resume of the proposed Team Leader (demonstrating the number of years of experience)
- 3) Title of project(s)
- 4) Description of the property valuations and market studies completed or overseen by the Team Leader
- 5) Name of client organization(s)
- 6) Start and end dates of project(s)
- 7) Location of Work of the project(s) within the island of Manhattan

* Recent is defined as experience obtained between January 1, 2008 and the closing date.

MT 3: Accreditation

Team Leader must have a valid Royal Institute of Charters Surveyors (RICS) accreditation or equivalent in property valuation.

Information to be submitted:

- 1) Proof of valid RICS accreditation or equivalent in property valuation

4.5 POINT RATED TECHNICAL CRITERIA

PR 1: Corporate Experience (Maximum of 25 points)

Intent: Evaluate Bidder's recent* corporate experience (as of the closing date) with commercial and residential valuation (appraisal) projects in New York City.

Bidder demonstrates between 5 years and 6 years of experience	5 points
Bidder demonstrates between 6 years + 1 day and 7 years' of experience	10 points
Bidder demonstrates between 7 years + 1 day and 8 years' of experience	15 points
Bidder demonstrates between 8 years + 1 day and 9 years' of experience	20 points
Bidder demonstrates between 9 years of experience or more	25 points

Information to be submitted to demonstrate experience:

- 1) Title of projects
- 2) Name of Client organizations
- 3) Start and end dates of projects
- 4) Location of Work of the projects

* Recent is defined as experience obtained between January 1, 2008 and the closing date.

PR 2: Previous Projects (Maximum of 20 points)

Intent: Evaluate Bidder's recent* projects that dealt with property valuation (appraisal) in excess of 2,000,000.00 USD on the island of Manhattan.

Bidder demonstrates that they've completed between 1 and 3 property valuation (appraisal) projects in excess of 2,000,000.00 USD in Manhattan	5 points
Bidder demonstrates that they've completed between 4 and 7 property valuation (appraisal) projects in excess of 2,000,000.00 USD in Manhattan	10 points
Bidder demonstrates that they've completed between 8 and 11 property valuation (appraisal) projects in excess of 2,000,000.00 USD in Manhattan	15 points
Bidder demonstrates that they've completed 12 or more property valuation (appraisal) projects in excess of 2,000,000.00 USD in Manhattan	20 points

* Recent is defined as experience obtained between January 1, 2008 and the closing date.

Information to be submitted:

- 1) Value of contracts
- 2) Start and end dates
- 3) Location within the island of Manhattan
- 4) Size of property or properties
- 5) Description of property or properties
- 6) Type of property or properties (apartment, condo, townhouse, etc.)

PR 3: Experience of Team Leader (Maximum of 30 points)

Intent: Evaluate Team Leader's recent* experience dealing with Manhattan property valuations (appraisal) and market studies.

Proposed Team Leader demonstrates between 5 years and 6 years' of experience	5 points
Proposed Team Leader demonstrates between 6 years + 1 day and 7 years' of experience	10 points
Proposed Team Leader demonstrates between 7 years + 1 day and 8 years' of experience	15 points
Proposed Team Leader demonstrates between 8 years + 1 day and 9 years' of experience	20 points
Proposed Team Leader demonstrates between 9 years + 1 day and 10 years' of experience	25 points
Proposed Team Leader demonstrates 10 years of experience or more	30 points

* Recent is defined as projects completed between January 1, 2008 and the closing date.

Information to be submitted

- 1) Name of proposed Team Leader
- 2) Resume of proposed Team Leader, demonstrating the number of years of experience
- 3) Description of previous projects and market studies as done by Team Leader
- 4) Location of previous projects within the island of Manhattan

4.6 FINANCIAL PROPOSAL

4.6.1 FIXED PRICE

4.6.1.1 Proponents shall quote an all-inclusive Fixed Price the Price Proposal on the form attached as Section "II" - Price Proposal. The total Fixed Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's Proposal (unless clearly described as an option), all travel, living, and all overhead costs including disbursements;

4.6.1.2 All payments shall be made according to the terms of payment set out in the attached draft contract; and

4.6.1.3 Price Proposals not meeting the above requirements will not be given any further consideration.

4.7 TAXES & DUTIES

4.7.1 Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

4.7.2 Her Majesty will pay the VAT specified in the Price Proposal provided:

4.7.2.1 That amount is applicable to the Work provided by the Proponent to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Proponent to any third party (including Subcontractors);

4.7.2.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;

4.7.2.3 the Proponent agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

4.7.2.4 the VAT is shown separately on all of the Proponent's invoices and progress claims; and

4.7.2.5 the Proponent agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.

4.8 PRICE BREAKDOWN

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rational and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

4.9 PRICE SUPPORT

4.9.1 In the event that the Proponent's Proposal is the sole responsive proposal received, the Proponent must provide, on the Minister's request, one or more of the following price support if applicable:

4.9.1.1 a current published price list indicating the percentage discount available to the Minister;

4.9.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

4.9.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

4.9.1.4 price or rate certification; and

4.9.1.5 any other supporting documentation as requested by the Minister.

4.10 PRICE PROPOSAL

4.10.1 All the information required in Section II must appear on Section II- Price Proposal ONLY and sent as a separate attachment titled “Financial Proposal 19-143241-ARAK-AB-2”. Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the evaluation of the mandatory requirements is completed. If the Proponent fails to meet any of the mandatory criteria, the Price Proposal will NOT be opened.

SECTION II - PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____ - _____

Email: _____@_____

Total Price Proposal
(in accordance with Section 3.1): _____
(state amount in words)

Applicable taxes
(in accordance with Section 3.1): _____
(state amount in words)

Print Name and Capacity

Signature

Date



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2018-06-21);
3. Statement of Work (Annex A);
4. Basis of Payment (Annex B);



5. the Contractor's bid dated **TO BE INSERTED UPON CONTRACT AWARD**, as clarified on **TO BE INSERTED UPON CONTRACT AWARD**, as amended on **TO BE INSERTED UPON CONTRACT AWARD**.

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION.

5.3.1 Canada's Representative.

Canada's Representative for this Contract is:

Name: Alina Balitskaia
Title: Procurement Officer
Department of Foreign Affairs, Trade and Development
Directorate: Mission Procurement Operations
Address: 200 Promenade du Portage Gatineau, QC K1A 0G2

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

5.3.2 Project Authority.

The Project Authority for this Contract is: **TO BE INSERTED UPON CONTRACT AWARD**

The Project Authority is the representative of the department 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 Canada's Representative.

5.3.3 Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

5.3.5 Contractor's Representative.

The Contractor's Representative is: **TO BE INSERTED UPON CONTRACT AWARD**

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.



5.3.6 Amendment.

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment.

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 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.

5.5 GENERAL CONDITIONS.

2035 (2018-06-21), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT.

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 NUMBER AND GENDER.

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY.

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE.

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.



5.11 EXCUSABLE DELAY.

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY.

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS.

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 ADDITIONAL SACC MANUAL CLAUSES.

Proactive Disclosure of Contracts with Former Public Servants

SACC *Manual* clause [A3025C](#) (2013-03-21), "Proactive Disclosure of Contracts with Former Public Servants"



5.16 PERFORMANCE OF THE WORK

5.16.1 Description of Work.

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

5.16.2 Period of the Contract.

The period of the Contract is from **TO BE INSERTED UPON CONTRACT AWARD** to **TO BE INSERTED UPON CONTRACT AWARD** inclusive.

5.16.3 Independent Contractor.

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.16.4 Conduct.

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.16.5 Assigned Individuals.

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.16.6 Resources.

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.16.7 Replacements.

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 5.16.5. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



5.16.8 Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in New York State.

5.16.9 Inspection and Acceptance.

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.16.10 Security Requirements

There is no security requirement applicable to this Contract.

5.16.11 Green Procurement

5.16.11.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.16.11.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.17 CERTIFICATIONS

Compliance with the certifications 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 or 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.

5.18 PAYMENT TERMS

5.18.1 Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.



5.18.2 Limitation of Expenditure.

- 5.18.2.1 Canada's total liability to the Contractor under the Contract must not exceed **TO BE INSERTED UPON CONTRACT AWARD** USD. Customs duties are subject to exemption and Applicable Taxes are extra.
- 5.18.2.2 No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:
- when it is 75 percent committed, or
 - two (2) months before the end of the Period of the Contract, or
 - as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.
- 5.18.2.3 If the notification is for inadequate contract funds, the Contractor must provide to Canada's Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.18.3 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 Canada's Representative before their incorporation into the Work.

5.18.4 Method of Payment – 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 section 5.18.6;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

5.18.5 Audit.

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.



5.18.6 Invoicing Instruction.

- 5.18.6.1 The Contractor must ensure that each invoice it provides to Canada
- a. is submitted in the Contractor's name;
 - b. is submitted each month do so for each delivery or shipment;
 - c. only applies to the Contract;
 - d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
 - e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
 - g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.
- 5.18.6.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.18.7 Discrepancies.

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2018-06-21) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.8 Termination Payments.

If a termination for convenience notice is given pursuant to section 30 of 2035 (2018-06-21) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.9 Remittance to appropriate tax authority.

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.19 SUSPENSION AND INFRACTION.

5.19.1 Suspension of the Work.

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.19.2 Infraction.

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 5.21.



5.20 INSURANCE TERMS.

5.20.1 Insurance at Discretion of Contractor.

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.21 GOVERNANCE AND ETHICS.

5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service.

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.21.2 Incapacity to Contract with the Government.

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

5.21.3 Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular,



against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.22 DISPUTE RESOLUTION.

5.22.1 Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.22.2 Procurement Ombudsman.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A – Statement of Work

1. Requirement And Background

DFATD currently maintains a portfolio of 22 Crown Owned properties within the New York City real estate market. Attaining an accurate market evaluation of said properties represents a crucial facet for DFATD's realty strategy. Understanding current market trends will similarly help predicate any potential strategy the department might wish to undertake.

A contractor is sought to work with the Project Authority in carrying out valuation services of the current 22 Crown Owned Properties, recommendation outlining areas within New York City, and conducting market research. The Team Leader must possess and maintain throughout the duration of the contract a current Royal Institution of Chartered Surveyors (RICS) accreditation or equivalent.

2. Objective

Conduct a market study in accordance with scope of requirement to help identify residential neighbourhoods within New York and vicinity which offer accommodation appropriate for Canadian diplomatic personnel. The requirement will help in attaining a better understanding of market conditions, with the subsequent economic and financial trends helping to shape a strategy pertaining to a more detailed lease versus buying argument.

3. Deliverables

The Contractor shall carry-out to the satisfaction of the Project Authority the following two (2) deliverables:

3.1 A market study of the New York City real estate market. Market study will identify residential neighbourhoods within New York City. The contract will require market research into 5 Manhattan neighborhoods and 10 off island boroughs that best meet the provided housing parameters. The market study will include an overview of the economic and financial housing trends within the identified areas.

Parameters included in the market research will encompass:

a. Distance to services (schools & work): Analysis of distance between the various neighborhoods to the Canadian Chancery, located at 466 Lexington Avenue.

b. Commuting times: Analysis of commuting times between the various neighborhoods to the Canadian Chancery, located at 466 Lexington Avenue.

c. Security concerns of location: Analysis of crime levels per each neighbourhood recommended by the contractor.

3.2. A report detailing the market value for each of Canada's 22 staff quarters located in New York.

a. The staff quarters are all located on the island of Manhattan. The properties are in an area starting from the Upper East Side and ending in the Flat Iron District.

b. The staff quarters are all residential properties

c. The staff quarter's size ranges from 111.6 M₂ to 381 M₂.

4. Team Leader



4.1 Contractor must identify the Team Leader, who will be the main contact for this contract to complete the deliverables as stated in section 3 of the Statement of Work

4.1.1 Team Leader

Name: **TO BE INSERTED UPON CONTRACT AWARD**

Contact information: **TO BE INSERTED UPON CONTRACT AWARD**

4.2 Team Leader must oversee and assure the quality of each report requested before submission to the Project Authority

5. Method and Source of Acceptance

5.1. The Team Leader must participate in a weekly progress meeting organized by Project Authority. Meetings are to be undertaken via phone and/or in person in New York.

5.2. For each report requested: Once the report has been drafted, the Team Leader must submit the draft to the Project Authority for review and revisions if necessary. The Team Leader must revise the document as requested by the Project Authority and re-submit to the Project Authority for secondary review. This review process will continue until the report satisfies the Project Authority.

6. Reporting Requirements

6.1. Reporting should be provided to the Project Authority in Microsoft Word version 2003 or higher.

7. Project Management Control Procedures

7.1. The individual identified in the proposal as the Project Authority shall maintain continued contact with the contractor via in person meeting or, if not available, through teleconference. Progress meetings will act as the principal means through which to monitor advancements during the project.

8. DFATD Obligations

8.1. The contractor will have access to certain designated crown owned facilities within the New York portfolio, facilitating the process of finding a fair market evaluation. Access to Canadian Based Staff will also be readily available to address any issues the contractors may have to help them meet their deliverables in a time conscious manner.

9. Location of Work, Work Site and Delivery Point and Access to Site

9.1. Access to the sites during the provision of the services is to be made by arrangement with the Project Authority.

9.2. The location of work will be in Manhattan.

9.3. All personnel assigned to the resulting contract must be ready to work in close and frequent contact with the Project Authority.



ANNEX B – Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of **TO BE INSERTED UPON CONTRACT AWARD** USD. Customs duties are subject to exemption and Applicable Taxes are extra.

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.

Total Cost: **TO BE INSERTED UPON CONTRACT AWARD**