



CANADA'S REPRESENTATIVE

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**Request for Standing Offer
(RFSO)**

TITLE Real Estate Market Research and Ancillary Support Services	
SOLICITATION NUMBER 21-178266-AFRICAMIDEAST-DK	DATE February 16, 2021
<p>PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 14:00 Central European Time on March 24, 2021 referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>internationalproposals@international.gc.ca</p> <p>Attention: Dan Kingsbury Solicitation #: 21-178266-AFRICAMIDEAST-DK</p> <p>Offerors should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the e-mail subject / title.</p>	
<p>Offer to: Foreign Affairs, Trade and Development Canada</p> <p>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.</p> <p>Name and title of person authorized to sign on behalf of the supplier.</p> <p>_____</p> <p>Signature _____ Date</p>	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions, clauses, and, conditions applicable to the RFSO;
- Part 3 Offeror Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the offer, and the basis of selection;
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses
 - 5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 5B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include: the Statement of Work (Annex A), the Basis of Payment (Annex B), an Example of the Call-Up Document (Annex C), Certifications (Annex D), and the Security Requirements Checklist (Annex E)

1.2 SUMMARY

The successful offeror will provide Real Estate Market Research and Ancillary Support Services for DFATD in multiple locations throughout Africa and the Middle East as described in the Statement of Work (Annex A). DFATD has the intention of awarding two standing offer to the top ranked offerors as determined by the evaluation criteria. The Standing Offer as a result of this Request for Standing Offers will remain in force for two (2) years. Canada will have the irrevocable option to extend the duration of the standing offer for two (2) additional periods of one (1) year each under the same terms and conditions.

1.3 DEBRIEFINGS

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



PART 2 - OFFEROR INSTRUCTIONS

2.1 LANGUAGE OF OFFER

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

2.2 REFERENCE CLAUSES

2.2.1 Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting standing offer.

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 offerors 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 offerors visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 ID 2006 (2020-05-28) *Standard Instructions – Request for Standing Offers – Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24#procurement-business-number>) 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 02 (2020-05-28) Procurement Business Number
This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission of offers, paragraph 4 is amended as follows:
Delete: sixty (60)
Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2018-05-22) Late offers
This subsection is deleted in its entirety and is hereby replaced by the following:
Offers received after the stipulated closing date and time will be:

- returned to the Offeror 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 offers clause stipulated in paragraph **2.3.6**

2.3.6 Subsection 07 (2018-05-22) Delayed offers



2.3.7 Subsection 08 (2019-03-04) Transmission by facsimile or by epost Connect

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

This subsection is deleted in its entirety and does not form part of the RFSO. DFATD will not accept receipt of an offer by means of a facsimile or by epost Connect.

2.4 SUBMISSION OF OFFERS

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

Attachments should be in a Portable Document Format (.pdf) software application

Offerors should follow the specifications format instructions described below, during the preparation of their offer:

- Minimum type face of 10 points.
- Hard copies of offers should be printed double-sided
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Offeror should respond using the same subject headings and numbering structure as in this RFSO 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).

DFATD 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 Offerors confirm with Canada's Representative that their complete offer 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.

2.4.3 Canada requires that each offer, at closing date and time or upon request from Canada's Representative, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Offeror 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 offer non-responsive. If an offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture (2007-11-30) of 2006 (2020-05-28) *Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements*.



2.4.4 It is the Offeror's responsibility to:

- a. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- b. prepare its proposal in accordance with the instructions contained in the RFSO;
- c. submit by closing date and time a complete offer;
- d. send its offer only to the address specified on page 1 of the RFSO;
- e. ensure that the Offeror's name, return address, and the RFSO number are clearly visible on the envelope or the attachment(s) containing the offer; and,
- f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

2.4.5 Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Offerors. All offers 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.

2.4.6 Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. 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 offer.

2.4.7 An offer cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES AND 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 **March 17, 2021**. Enquiries and suggestions received after that time may not be answered.

2.5.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offeror do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5.3 Should any Offeror consider that the specifications or Statement of Work contained in this RFSO and Draft Contract can be improved technically or technologically, the Offeror is invited to make suggestions in writing. The Offeror 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 Offeror 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.

Offerors 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 Offerors.



2.7 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/>.

2.8 NO PROMOTION OF OFFERORS INTEREST

Offerors 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.

2.9 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror 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 Offerors submitting a proposal as a joint venture.

2.10 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Offeror, including the Offeror'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 Offeror 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 - OFFER PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Offerors provide their electronic proposals in separate PDF files as follows:

Section I: Technical Offer (1 copy by email submission)

Section II: Financial Offer (1 copy by email submission)

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

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Offer**”;

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

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

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

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”;

Bidders must submit their Financial Proposal in accordance with section II. The Financial Proposal must be submitted as per the Excel document entitled “21-178266-AFRICAMIDEAST-DK-PricingSchedule” attached with the RFP. Prices must appear in **column C, E, G, and I 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.

3.4 FIRM PRICE

Bidders must quote an all-inclusive Firm Price per report in USD United States Dollar on the attached Excel document entitled “21-178266-AFRICAMIDEAST-DK-PricingSchedule.” 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.

3.4.1 All prices quoted will be held flat for all two (2) years of the contract. If Canada exercises the option period, then the quoted prices may be subject to minor increases upon approval from the Contracting Authority.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

3.4.3 The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

4.1.1 Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.3 If the Offeror is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the offer will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

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

4.3 BASIS OF SELECTION - LOWEST PRICE PER POINT

4.3.1 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 27 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 46 points.

4.3.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive / non-compliant. 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.

4.3.3 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.

4.3.4 Bidders must provide pricing for a minimum ~60% of the locations (13/22). Since not all bid responses will cover the same cities, pricing will be evaluated against other bidders quotes only. The prices provided in the table below are randomly generated numbers, for example purposes only.



THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

*The following example is based on three competing bidders (Vendor A, B, C)

NUMBER	LOCATION	DESCRIPTION	Price Per Report (USD)		
			Vendor A	Vendor B	Vendor C
1	Addis Ababa	Chancery	USD 21,169	USD 19,426	USD 16,390
2	Chad	Chancery	USD 21,568	NO QUOTE	USD 21,348
3	Doha	Chancery	USD 18,761	USD 17,200	USD 22,420
4	Dubai	Chancery	USD 22,039	USD 16,493	USD 18,523
5	Harare	Chancery	USD 18,708	USD 20,797	NO QUOTE
6	Niger	Chancery	USD 16,600	USD 18,505	USD 15,996
7	Oagadougou	Chancery	USD 19,910	USD 18,689	USD 18,200
8	Addis Ababa	Official Residence	NO QUOTE	NO QUOTE	USD 18,553
9	Bamako	Official Residence	USD 19,428	USD 21,175	USD 22,919
10	Cairo	Official Residence	USD 23,239	USD 21,521	USD 23,238
11	Harare	Official Residence	USD 20,149	USD 22,537	USD 16,053
12	Kinshasa	Official Residence	USD 20,390	USD 17,932	USD 21,028
13	Oagadougou	Official Residence	NO QUOTE	USD 21,615	USD 17,939
14	Tel Aviv	Official Residence	USD 20,106	USD 21,228	USD 18,105
15	Tunis	Official Residence	USD 19,987	USD 15,799	USD 17,404
16	Accra	Residential	USD 19,473	USD 23,303	USD 17,622
17	Addis Ababa	Residential	USD 23,346	USD 19,154	USD 21,793
18	Bamako	Residential	USD 17,564	NO QUOTE	NO QUOTE
19	Chad	Residential	USD 16,586	USD 16,349	USD 23,469
20	Niger	Residential	USD 15,860	USD 22,119	USD 16,051
21	Pretoria	Residential	USD 17,434	NO QUOTE	USD 17,976
22	Bamako	Land	USD 17,689	USD 16,379	USD 22,207

Total Price (sum of all green)	USD 314,732	USD 307,809	USD 311,418
Total Number of Points (27 minimum, 46 maximum)	42	36	27
Price Per Point	USD 7,494	USD 8,550	USD 11,534

*In the example above the lowest Price Per Point is **USD 7,494** therefore Vendor A is the winning vendor*



4.4 Technical Evaluation Criteria

4.4.1 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

N°	Mandatory Technical Criteria	PASS or FAIL
Mandatory #1	Bidder must submit three (3) Market Study Feasibility Report within Africa and Middle East. The reports must be prepared by their firm and the locations for each report must be in different cities within Africa and Middle east. Any report that is submitted outside of Africa and Middle east will not be evaluated / included under the required reports.	
Mandatory #2	<p>The Bidder must have a minimum three (3) years of experience within the past ten (10) years of the Closing Date. The response can consist of existing material (brochures, market studies, corporate profiles, reference letters, etc.).</p> <p>The bidder must provide details on past projects where they have completed Market Study Feasibility Reports.</p>	



4.4.2 Point-Rated Technical Criteria (maximum 46 points)

Each point-rated technical criterion should be addressed separately.

Offers having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Offerors must receive a minimum overall **total** technical score of **27 points** (~60%) in order to be further evaluated on the basis of their financial proposal. Offers which fail to obtain the required minimum number of points specified will be declared non-responsive.

Point Rated #1

Market Coverage (maximum 22 points)

Bidder should be able to supply market data for the cities listed in the Annex A - Statement of Work.

1 point per city

Minimum: 13 points

Maximum: 22 points

Point Rated #2

Market Study Feasibility Reports (Maximum 24 points)

In the three (3) reports submitted for Mandatory #1, each of the Bidders reports should include the following eight (8) items;

1. Executive Study outlining objective and/or search criteria
2. Real Estate Market overview
3. Market Practices and Legal constraints /title restrictions
4. Acquisition/Disposal breakdown of anticipated transaction costs fees permits etc
5. Options presentation details
6. Map of locations
7. Detailed spec sheets on shortlisted recommendations
8. General information on country city, economy currency exchange

Reports submitted to departments within the Government of Canada other than DFATD will be accepted providing the reports were done on private sector organizations and not on the Government of Canada itself.

The reports include very limited or no information.	0 points
The reports include some information; however, a substantial amount of information is missing.	12 points
The reports include most of the information required to meet the minimum requirements, however, there are weaknesses.	16 points
The reports meet the minimum requirements and contain no significant weaknesses.	20 points
The reports have demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	24 points



PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

5A STANDING OFFER

5.1 OFFER

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

5.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

General Conditions

General Conditions 2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

5.3 TERM OF THE STANDING OFFER

5.3.1 Period of the Standing Offer

The period for making call-ups against the standing offer is from - **TO BE INSERTED ON ISSUANCE OF STANDING OFFER**

5.3.2 Extension of the Standing Offer (Irrevocable Option Periods)

If the Standing Offer is authorized for use beyond the initial period, the Offerors offer to extend its offer for an additional two (2) periods of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offerors will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5.4 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

1. The call up against the Standing Offer, including any annexes;
2. The articles of the Standing Offer;
3. The General Conditions 2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services;
4. The General Conditions 2035 (2020-05-28) General Conditions – Higher Complexity – Services;
5. Statement of Work (Annex A);
6. Basis of Payment (Annex B);
7. the Offerors's offer dated – **TO BE INSERTED ON ISSUANCE OF STANDING OFFER**

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.



5.5 AUTHORITIES AND COMMUNICATIONS

5.5.1 Canada's Representative.

Canada's Representative for this Contract is:

Name: Dan Kingsbury
Title: Procurement Specialist
Department of Foreign Affairs, Trade and Development
Directorate: AAO, Mission Procurement Operations
Address: 125 Sussex Drive, Ottawa, ON K1A 0G2

Canada's Representative is responsible for the management of the Standing Offer, and any changes to the Standing Offer must be authorized in writing by Canada's Representative. The Offeror must not perform Work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anybody other than Canada's Representative.

5.5.2 Project Authority.

The Project Authority for this Contract is – **TO BE INSERTED ON ISSUANCE OF STANDING OFFER**

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
E-mail address:

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.

5.5.3 Offeror's Representative.

The Offeror's Representative is - **TO BE INSERTED ON ISSUANCE OF STANDING OFFER**

Name:
Title:
Company:
E-mail address:

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

5.6 CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified User(s) using form Call-up Against a Standing Offer as per ANNEX "C" – Example of Call-up Document.

5.7 LIMITATIONS

5.7.1 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **TO BE INSERTED ON ISSUANCE OF STANDING OFFER** (Applicable tax excluded).



5.7.2 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **TO BE INSERTED ON ISSUANCE OF STANDING OFFER** (*Applicable Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

5.8 APPLICABLE LAWS

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

5B RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

5.9 STATEMENT OF WORK

The Offeror must perform the Work described in the call-up against the Standing Offer.

5.10 STANDARD CLAUSES AND CONDITIONS

General Conditions

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

5.11 PERIOD OF THE CONTRACT

The Work must be completed in accordance with the call-up against the Standing Offer.

5.12 INVOICING INSTRUCTIONS

The Offeror 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.

5.13 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 Offeror are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Offeror 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 Offeror 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.



5.14 AMENDMENTS

To be effective, any amendment to the RFSO or Call-up must be done in writing and signed by Canada's Representative and the Offeror's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement. The Offeror agrees that, during the extended period of the RFSO, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.15 INDEPENDENT CONTRACTOR

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

5.16 RESOURCES

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

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

5.17 GREEN PROCUREMENT

5.17.1 Training Material

The Offeror 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.

The Offeror 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.

5.18 COMPLIANCE WITH LOCAL LAW

In the performance of Services under this Call-up, the Offeror will comply with all applicable provisions of the laws in force in Africa and Middle East.

5.19 INSURANCE TERMS

5.19.1 Insurance at Discretion of the Offeror

The Offeror 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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Contract.



5.20 DISPUTE RESOLUTION

5.20.1 Discussion and Negotiation.

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

5.20.2 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.

5.21 PAYMENT TERMS

5.21.1 Basis of Payment.

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

5.21.2 Method of Payment – Single Payment per Report

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.



ANNEX A – STATEMENT OF WORK (SOW)

REAL ESTATE MARKET RESEARCH AND ANCILLARY SUPPORT SERVICES SELECT LOCATIONS IN AFRICA AND MIDDLE EAST

1.) BACKGROUND

Global Affairs Canada in collaboration with its trade offices, Consulate Generals of Canada, and Embassies of Canada in Africa and the Middle East (referred to as “Mission(s)” hereafter) is seeking to acquire Real Estate Market Research and Ancillary Support Services for multiple locations throughout Africa and the Middle East. The procurement tool used to obtain these services will be a Standing Offer. Call-ups will be raised against the standing offer as and when required.

To that end, Global Affairs Canada is seeking the services of two contractors with Real Estate Market Research and Ancillary Support Services expertise in Africa and Middle East to provide written reports.

2.) TIME FRAME

Her Majesty will request proposals as and when required throughout the two year Standing Offer.

3.) OBJECTIVES

To obtain Real Estate Market Research and information for the purposes of informing the Government of Canada values when buying or leasing property and/or for real property portfolio planning.

To advance a regional accommodation strategy, Her Majesty has a requirement to undertake Real Estate Market Research and Ancillary Support Services for the purposes of developing Feasibility Market Research studies in a number of locations throughout Africa and the Middle East.

4.) DELIVERABLES

The Contractor shall provide Real Estate Market Research and Ancillary Support Services in two distinct stages, including but not limited to the following:

Stage 1 – Real Estate Market Research

- **Real Estate Market Analysis:** The Contractor shall have the capability to conduct Real Estate Market Research in all geographical locations covered under this Agreement to determine current market rates, fair market values, supply availability, including future estimates on supply and demand, conformance with Her Majesty’s needs and standard and desired terms and conditions.
- **Reports:** Completion of the research is to be provided in a written Real Estate Market Research Report in a similar format to Appendix.

Stage 2 – Ancillary Support Services

- **Site Visits:** The Contractor will arrange site visits, where possible, to facilitate Departmental Representative(s) and other employees or agents of Her Majesty to view and perform due diligence on prospective properties.
- **Ancillary Support Services:** The Contractor shall assist Her Majesty in performing analysis of alternatives presented, including a description of the potential advantages and disadvantages of each prospective property.
- **Additional information:** The Contractor may be asked to assist with obtaining additional drawings and building information of identified options, which could be considered for further review. This includes seismic and environmental standards, accessibility, and fire life-safety and security protocols.
- **Documentation** to be provided in electronic form in an editable document such as a “MS word” document. Paper copies to be provided as required.

*** Stage 1 & Stage 2 will be **one** call-up and two different payments. It is understood and agreed that stage 2 call-ups may not advance at the discretion of the Government of Canada.



ASSET CLASSIFICATIONS

The Real Estate Market Research and Ancillary Support Services will be required for the following types of properties and their property interests:

- A. Chancery** (a Canadian Embassy, crown-owned or crown-leased)
- B. Official Residence** (crown-owned or crown-leased, to accommodate an Ambassador)
- C. Residential Property** (crown-owned or crown-leased, to accommodate staff families)
- D. Land (residential or commercial, vacant or improved to be developed/redeveloped for Chancery or Official Residence)**

NOTE: When a call-up is raised against the standing offer, the **to be determined** (TBD) requirements will be quantified.

A.) Chancery

The requirement for Real Estate Market and Ancillary Support Services as it relates to a new Chancery, the following information is mandatory in any final report.

The Contractor will be required to provide current Real Estate Market Research; including an overview of the local commercial office market (sub-markets) and the identification of high quality **Class A** commercial office buildings that have space available for lease or purchase.

1. Information on buildings that could be demolished and rebuilt, or vacant commercial land allowing for construction; we would require:
 - i. Land to accommodate a constructed building of approximately (TBD)m², minimum with a 15 meters horizontal setback from the property lines; Zoning allowance for a 3 meter high fence/wall
2. Commercial Office space for lease, sale or existing building that could be purchased, leased or renovated; must meet the following requirements:
 - i. Setback 15 meters horizontally and vertically (i.e.: upper floors);
 - ii. Approximately TBDm² usable floor space (approximately (TBD)m² rentable depending upon building efficiency and space calculation) and (TBD)m² below grade storage space;
 - iii. If no below grade space exists, approximately (TBD)m² usable floor space is required;
 - iv. If the parking is closer than 15 meters, access must be controlled with gate and guards.
 - v. Any access lane giving direct access to the building must be controlled with gate and guards
 - vi. In a multi-tenant building:
 - a. Additional security requirements may be required

Redevelopment potential or vacant land: The study should also specifically identify existing buildings that could have a redevelopment potential or vacant land sites that might be suitable for a build-to-suit Chancery as fully outlined below.

The Real Estate Market Research should provide trending real estate data over the course of the last 3-5 years, covering prime office submarkets in the selected locations. The report should also provide a forecast of expected short, medium and long-term projections.

B.) Official Residence

The requirement for Real Estate Market and Ancillary Support Services as it relates to a new Official Residence, the following information is deemed necessary in any final report.

The Contractor will be required to provide current Real Estate Market Research and Ancillary Support Services; including an overview of the local residential Real Estate Market (sub-markets). The contractor will be provided guidance by her majesty to identify neighbourhoods and or submarkets deemed suitable for detailed study.

Existing residences for lease, sale or existing building that could be purchased, leased or renovated would require the following key features;

- i. a suitable neighbourhood with similar diplomatic residences, and as ready for immediate occupancy as soon as possible;
- ii. space for a guardhouse on-site;



- iii. a suitable layout for representational functions;
- iv. an emergency generator or room for such;
- v. other characteristics to be determined based on specific requirements of location;

Redevelopment potential or vacant land: The study should specifically identify existing property that might have a redevelopment potential or vacant land sites that might be suitable for a build-to-suit residence as more fully outlined below.

For both existing and land/redevelopment potential, the Real Estate Market Research should also provide trending real estate data over the course of the last 3-5 years, covering residential real estate dynamics and trends in the selected location. The report should also provide a forecast of expected short, medium and long-term projections.

C.) Residential

The requirement for Real Estate Market and Ancillary Support Services as it relates to the acquisition or disposal of residential accommodations for Canadian staff families, the following information is deemed necessary in any final report.

Existing: The Contractor will be required to provide current Real Estate Market Research and Ancillary Support Services; including an overview of the local residential real estate market (sub-markets) and the identification of neighbourhoods that would be suitable for a ex-pat family residences. The contractor will be provided guidance by her majesty to identify neighbourhoods and or submarkets deemed suitable for detailed study.

Redevelopment potential or vacant land: The study should also identify existing properties that might have a redevelopment potential or vacant land sites that might be suitable for a build-to-suit residence as more fully outlined below.

For both existing and land/redevelopment potential, the Real Estate Market Research should also provide trending real estate data over the course of the last 3-5 years, covering residential real estate dynamics and trends in the selected locations. The report should also provide a forecast of expected short, medium and long-term projections.

The Contractor will be provided with location-specific information as to the real estate and security requirements on a case-by-case basis.

5.) POTENTIAL LOCATIONS

	CHANCERY	OFFICIAL RESIDENCE	RESIDENTIAL	LAND	Total Per City
Addis Ababa	X	X	X		3
Chad	X		X		2
Doha	X				1
Dubai	X				1
Harare	X	X			2
Niger	X		X		2
Ouagadougou	X	X			2
Bamako		X	X	X	3
Cairo		X			1
Kinshasa		X			1
Tel Aviv		X			1
Tunis		X			1
Accra			X		1
Pretoria			X		1
Estimated Locations					22



CONSTRAINTS

On-site visits of the existing Embassy premises may be delayed due to COVID-19 travel restrictions and site access requirements, as well as the availability of resources at the various Missions.

CORRESPONDENCE

All written correspondence and reports must be in English.



ANNEX B – BASIS OF PAYMENT

Firm Price Per Report

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid on a per report basis as per below for a total not to exceed \$ *(inserted at Contract award)*. Any Applicable Tax is extra.

- B1.** The contractor will be per report in United States Dollar (USD) that include all costs necessary to perform the work. Any applicable taxes are extra.
- B2.** The total estimated usage of reports is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.
- B3.** All prices quoted will be held flat for all two (2) years of the contract. If Canada exercises the option period, then the quoted prices may be subject to minor increases upon approval from the Contracting Authority.

PRICING PER REPORT

21-178266-AFRICAMIDEAST-DK-PricingSchedule

	21-178266-AFRICAMIDEAST-DK-PricingSchedule								
	CHANCERY	PRICE	OFFICIAL RESIDENCE	PRICE	RESIDENTIAL	PRICE	LAND	PRICE	Total Per City
Addis Ababa	X	USD 0.00	X	USD 0.00	X	USD 0.00			3
Chad	X	USD 0.00			X	USD 0.00			2
Doha	X	USD 0.00							1
Dubai	X	USD 0.00							1
Harare	X	USD 0.00	X	USD 0.00					2
Niger	X	USD 0.00			X	USD 0.00			2
Oagadougou	X	USD 0.00	X	USD 0.00					2
Bamako			X	USD 0.00	X	USD 0.00	X	USD 0.00	3
Cairo			X	USD 0.00					1
Kinshasa			X	USD 0.00					1
Tel Aviv			X	USD 0.00					1
Tunis			X	USD 0.00					1
Accra					X	USD 0.00			1
Pretoria					X	USD 0.00			1
	TOTAL	USD 0.00	TOTAL	USD 0.00	TOTAL	USD 0.00	TOTAL	USD 0.00	22

The bidder must providing pricing for a minimum 13 of 22 options above



ANNEX C – EXAMPLE OF CALL-UP DOCUMENT

Call-up against Standing Offer

Terms and Conditions of the Standing Offer shall apply

Date:	Contractor: <i>Insert full legal name of contractor</i> <i>Insert address of contractor</i>	
Standing offer no.	Requisition number	Financial codes
Item	Description	
Departmental Representative:		
<i>NAME OF DEPARTMENTAL REPRESENTATIVE</i> <i>DIVISION NAME AND ACRONYM</i> Address Telephone: Fax: E-Mail: @international.gc.ca		
Certified pursuant to Section 32 of the Financial Administration Act		For the Minister _____ Signature _____ Print name and capacity



ANNEX D – CERTIFICATIONS

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

D1 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

D2 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY – STANDING OFFER CERTIFICATION

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity list <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity.html> available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

D3 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

D4 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, Offerors 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 offers is completed, Canada will inform the Offeror of a time frame within which to provide the information.

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.

D5 FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

If so, the Offeror 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, Offerors 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](#).

D6 WORK FORCE ADJUSTMENT

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



If so, the Offeror 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.

D7 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Offeror, including the Offeror'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.

CERTIFICATION STATEMENT

By signing and submitting this page, the Offeror certifies that the information submitted by the Offeror in response to Annex – D Certifications is accurate and complete.

Name & Signature of Authorized Individual

Date



ANNEX E – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
GAC		ARD
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail		
REAL ESTATE MARKET RESEARCH AND ANCILLARY SUPPORT SERVICES SELECT LOCATIONS IN AFRICA AND MIDDLE EAST		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Approved by Timothy O'Neill in an email to CSCP on 2020-12-07 at 12:01 PM
Timothy O'Neill	Realty Manager		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613862-5137		Timothy.O'Neill@INtemational.gc.ca	7 December 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Andreaa Stoinesteanu <small>Digitally signed by Andreaa Stoinesteanu Date: 2020.12.07 17:38:2 -05'00'</small>
Andreaa Stoinesteanu	Manager, Personnel Security & Contract		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
		andreea.stoinesteanu@international.gc.ca	2020-12-07
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes <input type="checkbox"/> Non / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Dan Kingsbury	Procurement Specialist	<i>Dan Kingsbury</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date