



RETURN BIDS TO:

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Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

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|---|--|
| Title - Sujet Request for Information (RFI) Property Management, Project Delivery and Optional Services London, Paris, other | |
| Solicitation No. - N° de l'invitation 08324-200590/A | Date 2021-04-07 |
| Client Reference No. - N° de référence du client 20200590 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$FK-318-79936 |
| File No. - N° de dossier fk318.08324-200590 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-07 Heure Avancée de l'Est HAE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Paquin, Audrey | Buyer Id - Id de l'acheteur fk318 |
| Telephone No. - N° de téléphone (613) 295-8826 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Information (RFI)

Property Management, Project Delivery and Optional Services

1. THIS IS NOT A BID SOLICITATION

This is not a bid solicitation. This Request for Information (RFI) will not result in the award of any contract; therefore, potential suppliers of any goods or services described in this RFI should not prepare facilities, nor allocate resources, as a result of any information contained in this RFI. This RFI will not result in the creation of any source list; therefore, whether or not any potential supplier responds to this RFI, it will not preclude that supplier from participating in any future procurement. This RFI is simply intended to solicit feedback from industry. The information obtained pursuant to this RFI may or may not be used in any Request for Proposal (RFP) at a future date. The Government of Canada will not reimburse any respondent for any expenses incurred in responding to this RFI.

2. PURPOSE AND NATURE OF THIS REQUEST FOR INFORMATION (RFI)

Background and Context

The **International Platform Branch (ACM)** of the Department of Foreign Affairs, Trade and Development (DFATD), manages a diverse international real estate portfolio and delivers real property services to support Government of Canada program objectives through the provision of safe, secure, productive, environmentally sustainable and affordable workplaces and services that function for over 7,500 employees and partners, while contributing to the support and promotion of Canada's posture on the world stage.

The real property professionals that work in and support the delivery of ACM's international real property program include portfolio management specialists, real estate experts / advisors and asset and facility managers, among others. Work in delivering real property services is equally diverse; from the identification of investment opportunities, the analysis of options and the acquisition of facilities (lease or purchase / crown-construct), to the maintenance, repair, recapitalization and disposal of real property assets in a wide variety of international jurisdictions.

Similar to many other public sector organizations responsible for the management, ongoing maintenance and improvement of a portfolio of public buildings, facilities and related infrastructure, ACM's approach to delivering select real property and real estate services is increasingly focused on leveraging the flexibility, agility, efficiency and innovation offered by the private sector. Since 2016, Public Works and Government Services Canada (PWGSC), on behalf of ACM's Bureau of Project Delivery and

Professional and Technical Services (AWD), has developed, procured and implemented three sourced service delivery contracts on a “pilot” basis to respond to the requirement for select real property services at DFATD Missions in London, Paris and Tokyo.

The current contracts are summarized as follows:

The sourced service delivery contract for the London Mission (Chancery and Canada House, 2-4 Cockspur Street), implemented in April 2016, provides property management and minor project delivery (under \$250K) services, in addition to optional services that include project delivery over \$500K. All available options to extend the term of the contract have been exercised and it is currently scheduled to expire on March 31, 2022. The total estimated potential value of the contract for the London Mission is \$23.5M

The sourced service delivery contract for the Paris Mission (Embassy of Canada in France, Official Residence of the Canadian Ambassador to France and the Permanent Delegation of Canada for the Organization for Economic Cooperation and Development), implemented in December 2017, includes property management, minor project delivery (less than \$250K) and provision for several optional services that include project delivery over \$500K. The contract is scheduled to expire on March 14, 2022, but includes 2 – 12-months option periods, which could extend the expiry date to March 14, 2024, if exercised. The total estimated potential value of the contract is \$13.2M.

Industry proposals for a third sourced service delivery contract for the DFATD Mission in Tokyo, Japan, are currently being evaluated, with a projected implementation date of March 28, 2021.

Objectives / Purpose

The next generation of sourced service delivery contracts will provide property management, project delivery and a number of optional services in the London and Paris Missions to respond to the real property requirements of Mission staff in those locations. The contracts developed for these two locations may also be used as a baseline model to respond to demand for service delivery solutions in other international jurisdictions in which DFATD has properties, where appropriate. This proactive planning exercise will ensure that AWD is prepared to replace the existing contracts upon expiry and respond to new requirements for sourced service delivery solutions as they arise.

This RFI engagement will not only provide industry with the opportunity to prepare for a future procurement exercise but will also enable PWGSC and AWD to consider industry feedback to inform the type, nature and combination of services to include in the next generation of sourced service delivery contracts, guide the design of the procurement approach and assist in the development of improved contract documents.

Attached is a condensed copy of the RFP that was used to procure the contract for property & facility management, project delivery and optional services for DFATD’s Tokyo Mission. PWGSC on behalf of DFATD is requesting feedback from industry stakeholders,

including service providers that are currently under contract to or may be interested in contracting with Canada in the future. Your input is valuable to help further develop appropriate requirements that may improve DFATD properties, create efficiencies and/or simplify the management / maintenance of the department's international portfolio of real estate assets.

Please consider the questions in Section 10, below and provide any feedback that you feel will help Canada improve its future contracts.

3. NOTES TO INTERESTED RESPONDENTS

This RFI will enable Canada to improve its future contracts. To ensure that your input is considered, please include as much detail as possible and/or share any comments, explanations or rationale, where applicable.

PWGSC may choose to communicate with Industry participants via e-mail in lieu of posting additional notices on the Government Electronic Tendering System, BuyandSell.gc.ca, during the engagement process. Therefore, respondents should include the coordinates (including an e-mail address) of a point of contact from their organization when submitting their input.

PWGSC reserves the right to contact and/or meet with respondents to this RFI to obtain clarification or further information regarding their responses.

Changes to this RFI may occur and will be advertised on Buyandsell.gc.ca. PWGSC requests that respondents visit this website regularly to check for changes.

There are no security requirements associated with responding to this RFI.

Canada will not reimburse any respondent for expenses incurred in responding to this RFI.

4. TREATMENT OF RESPONSES

Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by Canada), Canada may use the information to inform the development of future requirements.

Respondents are encouraged to identify, in the information they share with Canada, any information that they feel is proprietary, third-party or personal in nature. Please note that Canada may be obligated by law (e.g., in response to a request under the Access to Information and Privacy Act) to disclose the proprietary or commercially sensitive information. For more information: <http://laws-lois.justice.gc.ca/eng/acts/a-1>

5. ENQUIRIES

Respondents with questions related to this RFI may direct their enquiries to the Contacting Authority identified herein. However, because this is not a bid solicitation, Canada will not necessarily respond to all enquiries in writing or by circulating answers to all respondents.

6. SUBMISSION OF DOCUMENTS

Documents may be submitted in either of Canada's two official languages.

It is requested that industry feedback in response to this RFI, including any supplementary information, comments and/or questions, be submitted in an electronic reproducible format (pdf preferred) to the Contracting Authority identified herein.

The questions included in this RFI are intended to elicit feedback from interested respondents. It is not expected that all questions will elicit a response from all respondents, but neither should submissions from respondents be constrained by the questions posed.

7. CLOSING DATE FOR THE RFI

The RFI closing date is May 7th, 2021 at 2:00 pm EDT. The RFI closing date may be amended or extended, if and when subsequent phases are initiated.

Canada will review all responses received. Canada reserves the right to hire any independent consultant, or use any Government resources that it considers necessary to review any of the responses received.

After the closing date, Canada may, at its discretion, contact any Respondents to follow up with additional questions or for clarification of any aspect of a response.

8. CONTRACTING AUTHORITY

Audrey Paquin
Supply Specialist, Real Property Contracting Directorate
Acquisitions Branch
Public Works and Government Services Canada
L'Espanade Laurier, East Tower 4111,
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613-295-8826

9- Industry Consultations

Following the RFI process, Canada may proceed with one-on-one consultations through video or telephone conference with willing RFI Respondents, in May/June 2021. RFI Respondents interested in this consultation should clearly indicate their interest in their response package. The designated PSPC Contracting Officer will notify the respondent by email to schedule the date and time of the consultation.

10-AREAS OF DISCUSSION

Please consider the following questions and provide any feedback that you feel will help Canada improve its future contracts.

Important notice to suppliers: Request for Proposal (RFP) sample and its appendices can be consulted and downloaded. See attachments to the RFI on buy and sell website.

Questions:

General

1. What is the name of your organization?
2. Please provide a contact within your organization.
3. Please provide a link to your website.
4. Would you be interested in participating in a possible one-on-one consultation through video or telephone teleconference in the future, to further discuss submitted comments? If so, please provide contact information.

Contract Structure / Scope

5. In the past, PWGSC has procured contracts on behalf of DFATD for either a single asset or a small grouping of properties in a single geographic location using a Statement of Work that is common to all of the departments sourced service delivery mechanisms.

From your perspective:

- a) Is this the approach that provides the greatest advantages to Canada and to Bidders?
- b) Would an approach that grouped similar properties (Canadian Missions) in multiple international jurisdictions be preferred? Please explain why?
- c) Are there any impediments and/or challenges associated with procuring common services across multiple international jurisdictions

with differing laws and/or regulatory requirements related to real property / real estate?

6. In reference to the attached Request for Proposal (RFP) sample:
 - a) Has Canada included the right mix of services?
 - b) Are there services missing that should form part of and/or be included in contracts of this nature?
 - c) Are there services included that would be better procured through separate contracts?
 - d) Does the bundling of these services create any conflicts of interest for the Contractor?
 - e) Should there be a limit on the size, scope or type of projects included in the project delivery services component of the Statement of Work?
 - f) Are there changes that could be made to the type or combination of services to better position Canada to benefit from innovation, the use of new technologies and/or the implementation of new practices?
 - g) Are there specific challenges that arise due to the requirement to consider, align with and conform to Canadian legislative, regulatory and/or code requirements in international locations? Does this requirement conflict with prevailing legislation, regulation and/or codes in the jurisdictions in which Canadian Missions are located (specifically, London and Paris)? How are conflicts and/or questions of interpretation between Canadian and country-specific codes addressed?
 - h) How much time is reasonably required to recruit and train employees and create a supply chain of qualified suppliers and sub-contractors to meet the sometimes complex and comprehensive requirements included in a contract with multiple real property and/or real estate services?

7. In some instances, DFATD properties include commercial space and/or space available for sublet to other organizations and business enterprises.
 - a) Is it common practice for your organization to lease commercial and/or office space from your clients, sublet it to third parties and directly collect the associated revenue to offset costs?
 - b) Would your organization be willing to enter into a service contract to lease space (commercial or otherwise) available in DFATD properties and sublet it to third-parties?
 - c) Would a service of this nature be appropriate to include in a contract like the ones currently in place in London and Paris?

- d) Are there any impediments, restrictions or challenges associated with including a service of this nature in future contracts?
- 8. Are the contract term, combination of core and optional services and extension options appropriate? Should the base term of the contract be longer or shorter? Should there be more or less options for extension of the contract term? Please provide an explanation.
- 9. In the attached sample, are the Terms of Payment appropriate? Please explain.
 - a) Are there potential improvements that could encourage the Contractor to improve the quality of the service offered, innovate or otherwise increase value to Canada?
 - b) What types of incentives or penalties are best for promoting innovation and continuous improvement in service delivery?
 - c) Are there potential improvements that would reduce Canada's oversight costs while ensuring due diligence in the verification of work completion and the associated costs / payments?
 - d) Are there improvements that would reduce the Contractor's administrative burden while maintaining an appropriate level of diligence in cost monitoring and invoice support?
 - e) Are there other elements of costs or services that could be incorporated into or removed from the fee components of the Basis of Payment?
- 10. In the attached sample, are the insurance requirements appropriate? Please explain.
 - a) If not, what type(s) and amount(s) of insurance coverage would be appropriate for the Contractor to carry?
 - b) How would the recommended coverage protect Canada in the event of a Contractor-related failure that results in a significant loss to Canada?
 - c) Are there other methods (other than or in combination with insurance) that could be considered to mitigate the risk of loss?
- 11. Please review, consider and provide comments with respect to Subsection 5.E – Financial Security of the Standard Acquisition Clauses and Conditions typically included in the Terms and Conditions that form part of DFATD sourced service

delivery mechanisms. Content specific to Subsection 5.E is available through the links provided below:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/E/E0007C/3>

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/E/E0008C/5>

12. Please review, consider and provide comments with respect to the form of policy required for the Limitation of Liability specific to a sourced service delivery mechanism, as identified in the text below:

Limitation of Liability- Indemnification by the Contractor:

- a) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- b) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - i) In respect to losses for which insurance is to be provided pursuant to Insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in Appendix J: "Insurance Requirements".
 - ii) In respect to losses for which insurance is not required to be provided in accordance with Insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- c) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- d) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- e) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

Performance Management and Contract Oversight

13. Are the service-specific requirements included in the sample appropriately articulated and/or presented for a performance-based contract?
 - a) Are they too prescriptive, or not prescriptive enough?
 - b) What improvements could be made to the descriptions of the service-specific requirements to more clearly transfer responsibility for results to the Contractor while ensuring an acceptable level of performance and fostering an environment of continuous improvement?

14. Is the Performance Measurement Framework included in the attached sample appropriate?
 - a) Are the Performance Indicators clear, measurable and appropriate? How could they be improved?
 - b) Does the Performance Measurement Framework provide Contractors with an incentive to innovate and explore opportunities for continuous improvement? What changes could be made to better incentivize Contractors to actively explore opportunities to innovate?

15. Is the contract governance adequately described and appropriately scaled?
 - a) How can the approval of funding and authorization of work be done in a more efficient manner while maintaining an appropriate level of control?
 - b) How can Canada's inspection and acceptance of work and approval of related payments be made more efficient while ensuring an appropriate level of due diligence?

16. In the attached sample, Canada has the option to add (or remove) individual assets to the contract inventory and/or exercise optional services at any time during the term of the contract.
- a) What are the challenges associated with adding assets and/or exercising optional services?
 - b) Is there an optimal time to add assets or exercise optional services? Should it be done at the start of Canada's fiscal year, or can it be effectively managed at any point in the fiscal year?
 - c) What is a reasonable notification period to communicate Canada's intention to add assets and/or exercise optional services? How much time would reasonably be required to fully integrate additional assets or optional services into the Contractors service delivery model?
 - d) Are there any improvements or changes that could be made to the SoW to facilitate more seamless in-contract transitions (adding assets or optional services) while also minimizing the potential impact on ongoing operations?
17. Are there other elements of the Contract documents that could be significantly improved? Are the Quality Monitoring, Reporting, Information Management and other administrative requirements aligned with industry best practices?
18. Please provide a designated contact name, mailing address, phone number and email in the event PWGSC requires clarification in regards to your RFI submission.