


A1. Contract Advisor

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Real Estate Brokerage Services
Request for Proposals (RFP)

for

Performance of the Work described in Annex "A"
 – Statement of Work of the draft contract.

A2. Title Real Estate Brokerage Services for the Consulate General of Canada, New York	
A3. Solicitation Number 25-268251	A4. Date July 11, 2024
A5. RFP Documents <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Definitions (Part "I") 3. Submission Requirements (Part "II") 4. Evaluation and Basis of Selection (Part "III") 5. Price Proposal (Part "IV") 6. General Instructions (Part "V") 7. Draft Contract (Part "VI") <p>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.</p>	
A6. Proposal Delivery In order for the proposal to be valid, it must be received no later than 14h00 Eastern Daylight Time (EDT) on August 06, 2024 referred to herein as the "Closing Date".	
Electronic proposals must be sent only to the following email address: realproperty-contracts@international.gc.ca	
A7. Price Proposal All the information required in section 3.5 must appear in Part "IV" - Price Proposal ONLY and included in a separate attachment named "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.	
A8. Enquiries All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than 3 calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.	
A9. Language Proposals shall be submitted in English or French.	
A10. Bidders' Conference A Bidders' conference will be held virtually on July 18, 2024 . The conference will begin at 14:00 EDT. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that Bidders who intend to submit a proposal attend or send a representative.	
<p>Bidders are requested to communicate with the Contract Advisor before the conference to confirm attendance. Bidders should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 3 business days prior to the conference.</p> <p>Any clarifications or changes to the bid solicitation resulting from the Bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a proposal.</p>	
A11. Contract Documents The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A8 - Enquiries. Canada reserves the right not to make any amendment(s) to the Contract Documents.	



PART "I" – DEFINITIONS

1.0 Definitions

1.1 Request for Proposals

Canada is inviting Bidders to submit proposals to provide real estate brokerage services pursuant to this Request for Proposals (RFP). The Bidder will represent the seller.

1.2 The Bidder

An entity, whether a firm or individual, that submits a proposal on behalf of a Consultant team will be referred to as the "Bidder". A Consultant team is defined as the team of Consultants, specialists, and other firms, including the Bidder, proposed to perform the services required. If the Bidder subcontracts parts of the Work to other individuals or firms, the Bidder is legally responsible for all of the Work.

1.3 Bidder – Consultant

For readability, clarity, and ease of reference of the narrative that follows, the term "Bidder" is used to identify all entities responding to this RFP. The Bidder responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

1.4 Bidder's Team

Unless previously authorized in writing by Canada, the composition of the Bidder's Team actually performing the Work must be identical to the one identified in their proposal. Bidders must use the same professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.



PART "II" – SUBMISSION REQUIREMENTS

2.0 Submission of Proposal

- 2.1 Proposals must be received by DFATD at the email address identified and by the date and time specified on page 1 of the solicitation.
- 2.2 Bidders should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Bidder to confirm that their submission has been received on time and to the correct email address.
- 2.3 More than 1 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.
- 2.4 Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 2.5 Bidders should follow the specifications format instructions described below, during the preparation of their proposal:
- Minimum type face of 10 points.
 - All material be formatted to print on 8.5" x 11" or A4 paper.
 - For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.
- 2.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 2.7 Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
- The size of attachments exceeds 10 MB.
 - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
 - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 2.8 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.
- 2.9 It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one 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.
- 2.10 Canada requires that each proposal, at Closing Date or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.
- 2.11 It is the Bidder's responsibility to:
- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - prepare its proposal in accordance with the instructions contained in the RFP;
 - submit by Closing Date a complete proposal;
 - send its proposal only to the email address specified on page 1 of the bid solicitation;
 - ensure that the Bidder's name, and the solicitation number are in the subject line of the email containing the proposal; and,
 - provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.



- 2.12** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.13** A proposal cannot be assigned or transferred in whole or in part.

**PART "III" – EVALUATION AND BASIS OF SELECTION****3.0 Phased Bid Compliance Process (PBCP)****3.0.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under this RFP nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

3.0.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development.



- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder (“Notice”) identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the “Remedy Period”) to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder’s Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

3.0.3 Phase II: Technical Bid

- (a) Canada’s review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.



- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

3.0.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.



3.1 Technical Evaluation

- 3.1.1** The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Canada has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 3.1.2** In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the Work.
- 3.1.3** 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.
- 3.1.4** Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.
- 3.1.5** The Bidder's Technical response must not exceed 30 single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organization charts and schedule. Copies of required certificates and licences, curricula vitae and title pages are not included in the 30 single-sided page limit. Material exceeding the 30 single-sided page maximum will NOT be considered.

3.2 Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of **66** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **140** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.
3. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

3.3 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

**MTC1 Experience**

MTC1.1 The individual must have at least five years of professional experience as a real estate agent or broker in **United States of America**, between July 01, 2014 and the Closing Date of this RFP.

The individual must provide their curriculum vitae with the following:

- MTC1.1.1 a summary of their experience,
- MTC1.1.2 demonstration of 5+ years' experience, and
- MTC1.1.3 demonstration that the experience is acquired after July 01, 2014.

MTC1.2 The individual must have completed at least 30 residential real estate transactions, representing the seller, as a real estate agent or broker in **United States of America**, between July 01, 2014 and the Closing Date of this RFP.

The individual must provide the following:

- MTC1.2.1 list of 30 residential real estate transactions representing the seller, includes the address, type of property, and selling date, and
- MTC1.2.2 demonstration that the transactions were completed after July 01, 2014.

MTC2 Licence

MTC2.1 The individual must hold a valid real estate or broker license (or equivalent) in **New York State**.

The individual must provide the following:

- MTC2.1.1 copy of the individual's license (or equivalent).

Official documents such as licences or certifications may be submitted in their original form and language.

3.4 Point-Rated Criteria (Total of 140 points)

Each point rated technical criterion should be addressed separately.

PRTC1: Experience (Maximum of 40 points)

Intent: Evaluate the individual's professional experience as a real estate agent or broker in **United States of America**, between July 01, 2014 and the Closing Date of this RFP.

Individual has 60+ months of experience.	1 point
Individual has 72+ months of experience.	8 points
Individual has 84+ months of experience.	16 points
Individual has 96+ months of experience.	24 points
Individual has 108+ months of experience.	32 points
Individual has 120+ months of experience.	40 points

The individual should provide their curriculum vitae with the following:

- PTC1.1 a summary of their experience,
- PTC1.2 demonstration of 5+ years' experience, and
- PTC1.3 demonstration that the experience is acquired after July 01, 2014.

PRTC2: Real Estate Transactions (Maximum of 40 points)

Intent: Evaluate the individual's experience in completing residential real estate transactions, representing the seller, as a real estate agent or broker in **United States of America**, between July 01, 1994 and the Closing Date of this RFP. Each transaction must be valued at a minimum of US\$250,000.

Individual completed 30 – 60 transactions.	1 point
Individual completed 61 – 90 transactions.	8 points
Individual completed 91 – 120 transactions.	16 points
Individual completed 120 – 150 transactions.	24 points



Individual completed 151 – 180 transactions.	32 points
Individual completed over 181 transactions.	40 points

The individual should provide the following:

- PTC2.1 list of 30 residential real estate transactions representing the seller, includes the address, type of property, selling date, and selling price, and
- PTC2.2 demonstration that the transactions were completed after July 01, 1994.

PRTC3: Work Plan (Maximum of 35 points)

Intent: Evaluate the Bidder's strategy for delivering the project. Adequate responses consist of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed. Proposals must elaborate on the strategy for delivering the Project.

0 points	14 points	21 points	28 points	35 points
Unsatisfactory No details provided. No approach or methodology was proposed.	The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence. The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objectives and expected outcomes of this requirement. Some major elements were not clearly addressed. The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.	Acceptable and adequate explanation of how it will meet this requirement. The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not addressed clearly. The Bidder demonstrates the minimum acceptable capability to meet most elements.	Clear, easy-to-understand explanation of how it will meet this requirement. The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to adequately meet all elements of the requirement.	Well-detailed, in depth, and specific explanation of how requirement will be met. The approach and methodology are structured, coherent, and all necessary details are provided. No deficiencies exist. The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to fully meet all elements of this requirement.

*The response to be provided here can consist of existing material (brochure, corporate profiles, reference letters, marketing materials, marketing strategies, listing preparation plans, etc.

PRTC4: Real Estate Transactions - Diplomatic Properties (Maximum of 25 points)

Intent: Evaluate the individual's experience in completing residential or commercial real estate transactions, representing the seller, as a real estate agent or broker for diplomatic entities within **Mew York, New York**, including embassies, consulates, missions, official residences, and staff quarters for embassy staff, between July 01, 2010 and the Closing Date of this RFP. Each transaction must be valued at a minimum of US\$100,000.



Individual completed 0 transactions.	0 point
Individual completed 1 transaction.	5 points
Individual completed 2 transactions.	10 points
Individual completed 3 transactions.	15 points
Individual completed 4 transactions.	20 points
Individual completed over 5 transactions.	25 points

The individual should provide the following:

- PTC4.1 list of transactions of diplomatic, includes the address, type of property, type of diplomatic entity, selling date, and selling price, and
- PTC4.2 demonstration that the transactions were completed after July 01, 2010.



3.5 Price Proposal

3.5.1 All the information required in section 3.5 must appear on Part “IV” - Price Proposal ONLY and must be included in a separate attachment named “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

3.5.2 Firm Price

3.5.2.1 Bidders shall quote an all inclusive Firm Price Percentage (excluding the cost of Canada’s services) on the form attached as Part “IV” - Price Proposal. 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, marketing, and all overhead costs, including disbursements;

3.5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 3.5.3) expected to be payable by Canada as a result of entering into a contract with the Bidder on the Price Proposal;

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

3.5.2.4 Exchange rate fluctuation protection is not offered; and

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

3.5.3 Taxes & Duties

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

Canada will pay the VAT specified in the Price Proposal provided:

3.5.3.1 that amount is applicable to the Work provided by the Consultant to Canada under the Contract. Canada will not be responsible for the payment of any VAT payable by the Consultant to any third party (including Subcontractors);

3.5.3.2 Canada is unable to procure an exemption from VAT in respect of the Work;

3.5.3.3 the Consultant agrees to render every reasonable assistance to Canada in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

3.5.3.4 the VAT is shown separately on all of the Consultant’s invoices and progress claims; and

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

3.5.4 Price Breakdown

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

**PART "IV" – PRICE PROPOSAL****PP1 Contact Information**

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) _____ - _____

Email: _____@_____

PP2 Firm Commission Percentage (exclusive of VAT):

Firm Commission Percentage (exclusive of taxes and fees) A	Total Selling Price (exclusive of taxes and fees) B	Estimated Contract Price (exclusive of taxes and fees) A x B = C
	<i>This amount is for evaluation purposes only. It does not represent the selling price.</i>	
	US\$20,000,000.00	

PP2.1 Estimated Contract Price (from C above) _____
(this amount will be used to determine the winning bid)

PP2.2 Applicable taxes and fees: _____

PP2.3 Total Estimated Contract Price (PP2.1 + PP2.2) _____

All amounts are in United States Dollars.

Signature_____
Date_____
Print Name and Capacity

**PART "V" - GENERAL INSTRUCTIONS****G11 Responsiveness**

- 1.1 For a Proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

G12 Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A8 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

G13 Bidder's Suggested Improvements during Solicitation Period

- 3.1 Should any Bidder consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contract Advisor within the timeframe described in A8 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

G14 Proposal Preparation Cost

- 4.1 The costs, including travel incurred by the Bidder in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by His Majesty.

G15 Proposal Delivery

- 5.1 Proposals and/or amendments thereto, will only be accepted by Canada if they are received at the email address indicated in A6, on or before the Closing Date and Time specified in A6.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by Canada and cannot transfer this responsibility to the Government of Canada. Canada will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A6.

G16 Validity of Proposal

- 6.1 Any proposal must remain open for acceptance for a period of not less than 90 calendar days after the Closing Date.

G17 Rights of Canada

- 7.1 Canada reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon 48 hours notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
 - 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by His different stakeholders;
 - 7.1.3 to accept any proposal in whole or in part without prior negotiation;
 - 7.1.4 to cancel and/or re-issue this RFP at any time;
 - 7.1.5 to award one or more contracts, if applicable;
 - 7.1.6 to retain all proposals submitted in response to this RFP;



- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals, and the successful Proposal in any resulting contract; and
- 7.1.9 not to contract at all.

GI8 Incapacity to Contract with Government

- 8.1 Canada may reject a Proposal where the Bidder, including the Bidder's officers, agents, and employees, has been convicted of an offence under the following provisions of the Criminal Code:
 - 8.1.1 Section 121, Frauds upon the Government;
 - 8.1.2 Section 124, Selling or Purchasing Office; or
 - 8.1.3 Section 418, Selling Defective Stores to His Majesty.
 (Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- 8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder 10 calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 Incurring of Cost

- 9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting contract. In addition, the Consultant is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit Canada to the expenditure of the funds for this requirement.

GI10 Bidders not to Promote their Interest in the Project

- 10.1 Bidders must 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.

GI11 Property of His Majesty

- 11.1 All correspondence, documents and information provided to Canada by any Bidder in connection with this RFP will become the property of Canada and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

GI12 Rights of Unsuccessful Bidders

- 12.1 Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 Price Support

- 13.1 In the event that the Bidder's bid is the sole responsive Proposal received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:
 - 13.1.1 a current published price list indicating the percentage discount available to Canada;
 - 13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
 - 13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
 - 13.1.4 price or rate certification;
 - 13.1.5 any other supporting documentation as requested by Canada.

**GI14 Bidders Not to Promote Their Interest in This Project**

14.1 Bidders must 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, except for their response to Canada pursuant to this RFP.

GI15 Signatures

15.1 The following requirements are to be adhered to when signing the Price Proposal:

15.1.1 Corporation

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

15.1.2 Partnership

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

15.1.3 Sole Proprietorship

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.

15.1.4 Joint Venture

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 15.1.1 to 15.1.3 above.

GI16 Interpretation

16.1 In this RFP, "His Majesty," "the Minister," or "Canada" means His Majesty the King in right of Canada, as represented by the Minister of Foreign Affairs.



PART "VI" – DRAFT CONTRACT

C. Articles of Agreement

C1. Departmental Representative

125 Sussex Drive
 Ottawa, Canada, K1A 0G2
 Telephone:
 E-mail:

DRAFT

Real Estate Brokerage Services Contract

Between

His Majesty the King in right of Canada
 (referred to herein as "His Majesty") represented
 by the Minister of Foreign Affairs (referred to
 herein as the "Minister")

and

To Be Inserted Upon Contract Award
 (referred to herein as the "Consultant")

for

Performance of the Work described in Annex "A" –
 Statement of Work

<p>C2. Title Real Estate Brokerage Services for the Consulate General of Canada, New York</p>		
<p>C3. Contract Period Start: Contract Award Date End: August 31, 2026</p>		
<p>C4. Contract Number <i>To Be Inserted Upon Contract Award</i></p>	<p>C6. Date <i>To Be Inserted Upon Contract Award</i></p>	
<p>C7. Contract Documents 1. These Articles of Agreement; 2. Supplementary Conditions (Section "I"); 3. The General Conditions (Section "II"); 4. Annex "A", Statement of Work; 5. Annex "B", Basis of Payment; 6. Annex "C", Security Requirements Check List (SRCL); and 7. The Consultant's bid dated <i>To Be Inserted Upon Contract Award</i></p> <p>In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.</p>		
<p>C8. Contract Amount The Firm Commission Percentage for the services: <i>To Be Inserted Upon Contract Award</i></p> <p>The Firm Commission Percentage: a. will be paid in United States Dollars (US\$) b. excludes the output VAT (including G.S.T.) to be paid by Canada on the supply of the Work; c. excludes the input VAT (including G.S.T.) paid by the Consultant to its suppliers; and d. includes all other duties, costs, and taxes that the Consultant must pay to provide the Work. Canada will make the payments in accordance with Annex "B" Basis of Payment.</p>		
<p>C9. Invoices A copy is to be sent to the Departmental Representative showing: a. the amount of the progress payment being claimed for Work satisfactorily performed; b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation; c. the date; d. the name and address of the consignee; e. description of the Work performed; f. the project name; and g. the contract number.</p>		
<p>C10. Governing Laws Laws in force in the Province of Ontario, Canada</p>		
<p>For the Consultant</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name and Capacity</p>	<p>_____</p> <p>Date</p>	<p>Corporate Seal</p>
<p>For the Minister</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name and Capacity</p>	<p>_____</p> <p>Date</p>	



SECTION "I" – SUPPLEMENTARY CONDITIONS

SC1 Security Requirements

There are no security requirements associated with this requirement.

**Section "II" – General Conditions****GC1 Definitions**

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

GC2 Number and Gender

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

GC3 Priority of Documents

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) Supplementary Conditions
- (c) General Conditions;
- (d) Statement of Work (Annex A);
- (e) Basis of Payment (Annex B);
- (f) Security Requirements Check List (Annex C);
- (g) Consultant's bid dated yyyy-mm-dd. *To Be Inserted Upon Contract Award*

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

GC4 Status of the Consultant

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



GC5 Conduct of the Work

1. The Consultant represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Consultant must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. Canada's facilities, equipment and personnel are not available to the Consultant to perform the Work unless the Contract specifically provides for it. The Consultant is responsible for advising the Departmental Representative in advance if it requires access to Canada's facilities, equipment, or personnel to perform the Work. The Consultant must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.
5. Unless the Departmental Representative orders the Consultant to suspend the Work or part of the Work pursuant to section 18, the Consultant must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
6. The Consultant must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
7. The Consultant is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Consultant follows any advice given by Canada unless the Departmental Representative provides the advice to the Consultant in writing and includes a statement specifically relieving the Consultant of any responsibility for negative consequences or extra costs that might result from following the advice.

GC6 Subcontracts

1. Except as provided in subsection 2, the Consultant must obtain the Departmental Representative's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Consultant is not required to obtain consent for subcontracts specifically authorized in the Contract. The Consultant may also without the consent of the Departmental Representative:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Consultant must, unless the Departmental Representative agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Departmental Representative, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Consultant.
4. Even if Canada consents to a subcontract, the Consultant is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Consultant is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

GC7 Replacement of specific individuals



1. If specific individuals are identified in the Contract to perform the Work, the Consultant must provide the services of those individuals unless the Consultant is unable to do so for reasons beyond its control.
2. If the Consultant is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Consultant and be acceptable to Canada. The Consultant must, as soon as possible, give notice to the Departmental Representative of the reason for replacing the individual and provide:
 - a. the name, qualifications, and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Consultant.
4. Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the Consultant are unsuitable. In such circumstances, the Consultant shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.
5. The Consultant must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Consultant must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Consultant from its responsibility to meet the requirements of the Contract.

GC8 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

GC9 Remittance to appropriate tax authority

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

GC10 Payment period

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 11.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Consultant within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Consultant within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

GC11 Interest on overdue accounts

1. For the purpose of this section:
 - "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
 - "Bank Rate"



means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 "date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Consultant simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Consultant is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Consultant. Canada will not pay interest on overdue advance payments.

GC12 Compliance with applicable laws

1. The Consultant must comply with all laws applicable to the performance of the Contract. The Consultant must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Consultant must obtain and maintain at its own cost all permits, licenses, regulatory approvals, and certificates required to perform the Work. If requested by the Departmental Representative, the Consultant must provide a copy of any required permit, license, regulatory approvals, or certificate to Canada.
3. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

GC13 Confidentiality

1. The Consultant must keep confidential all information provided to the Consultant by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed, or produced by the Consultant as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Consultant must not disclose any such information without the written permission of Canada. The Consultant may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Consultant agrees to use any information provided to the Consultant by or on behalf of Canada only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Consultant or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.

GC14 Government Property

1. All Government Property must be used by the Consultant solely for the purpose of the Contract and remains the property of Canada. The Consultant must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Consultant must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Departmental Representative, the Consultant must provide to Canada an inventory of all Government Property relating to the Contract.

**GC15 Liability**

The Consultant is liable for any damage caused by the Consultant, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Consultant or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

GC16 Amendment and waivers

1. To be effective, any amendment to the Contract must be done in writing by the Departmental Representative and the authorized representative of the Consultant.
2. While the Consultant may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Departmental Representative and, in the case of a waiver by the Consultant, the authorized representative of the Consultant.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

GC17 Assignment

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

GC18 Suspension of the Work

1. The Departmental Representative may at any time, by written notice, order the Consultant to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Consultant must not remove any part of the Work from any premises without first obtaining the written consent of the Departmental Representative. Within these 180 days, the Departmental Representative must either cancel the order or terminate the Contract, in whole or in part, under section 19 or section 20.
2. When an order is made under subsection 1, unless the Departmental Representative terminates the Contract by reason of default by the Consultant or the Consultant abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Consultant must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Consultant's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Departmental Representative, following consultation with the Consultant, is necessary for the Consultant to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

GC19 Default by the Consultant

1. If the Consultant is in default in carrying out any of its obligations under the Contract, the Departmental Representative may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Departmental Representative within that cure period.
2. If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding-up of the Consultant, the Departmental Representative may, to the extent permitted by the laws of



- Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Consultant will have no claim for further payment except as provided in this section. The Consultant will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Consultant agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 4. Upon termination of the Contract under this section, the Departmental Representative may require the Consultant to deliver to Canada, in the manner and to the extent directed by the Departmental Representative, any completed parts of the Work, not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Consultant arising under the Contract or out of the termination, Canada will pay or credit to the Consultant:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Consultant's profit or fee included in the Contract Price; and
 - b. the cost to the Consultant that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
 5. Title to everything for which payment is made to the Consultant will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
 6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 20.

GC20 Termination for convenience

1. At any time before the completion of the Work, the Departmental Representative may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Consultant will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by Canada. The Consultant agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Consultant plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Consultant agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Consultant but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Consultant is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract Price. The Consultant will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Consultant agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



GC21 Audit

1. To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Consultant must maintain complete and accurate records of the estimated and actual cost of the Work.
2. Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations, and assumptions made by the Consultant in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood, or theft.
3. The Consultant must establish and maintain an accounting system that enables Canada to readily identify these records.
4. These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the Consultant's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.
5. The Consultant must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
6. Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Consultant, including but not limited to those kept by the Consultant, its employees, agents, successors, and subcontractors.
7. The Consultant must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Consultant, to comply with the requirements of this clause as if they were the Consultant.

GC22 Right of set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Consultant under the Contract, any amount payable to Canada by the Consultant under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to Canada by the Consultant which, by virtue of the right of set-off, may be retained by Canada.

GC23 Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile, or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Departmental Representative.

GC24 Conflict of interest and Values and Ethics Codes for the Public Service

The Consultant acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the *Conflict of interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

GC25 No bribe or conflict

1. The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised, or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Departmental Representative.



3. The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Departmental Representative in writing.
4. If the Departmental Representative is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Departmental Representative's attention, the Departmental Representative may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its personnel or subcontractors, which may or may appear to impair the ability of the Consultant to perform the Work diligently and independently.

GC26 Survival

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

GC27 Severability

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

GC28 Successors and assigns

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

GC29 Contingency fees

The Consultant certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

GC30 International sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Contract. The Consultant must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 20.

GC31 Harassment in the workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, Consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Departmental Representative will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**GC32 Access to information**

Records created by the Consultant, and under the control of Canada, are subject to the [Access to Information Act](#). The Consultant acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Consultant acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

2035 45 (2022-01-28) Code of Conduct for Procurement—Contract

The Consultant agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

GC33 Authorities And Communication**1. Departmental Representative**

Departmental Representative for this Contract is: *To Be Inserted Upon Contract Award*

Name:

Title:

Directorate:

Department of Foreign Affairs, Trade and Development

Address:

Telephone:

E-mail address:

Departmental Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal, or other communication provided by Canada is valid under this Contract unless it is provided to the Consultant by Departmental Representative. Likewise, no notice, instruction, authorization, refusal, or other communication to Canada made by the Consultant or on its behalf is valid unless it is made to Departmental Representative. The Consultant must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Departmental Representative.

2. Consultant's Representative

The Consultant's Representative is: *To Be Inserted Upon Contract Award*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

3. Communication and Notices

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

GC34 Powers of Canada / State Immunity

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

**GC35 Time of the Essence**

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

GC36 Performance of the Work**1. Description of Work**

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

2. Period of the Contract

The period of the Contract is from _____ to _____ inclusive. *To Be Inserted Upon Contract Award*

3. Option to Extend the Contract

The Consultant grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year periods under the same conditions. The Consultant agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Consultant at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Departmental Representative, and will be evidenced for administrative purposes only, through a contract amendment.

4. Green Procurement

1. The Consultant 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.
2. The Consultant 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.

GC37 Certifications

Compliance with the certifications provided by the Consultant in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Consultant does not comply with any certification or it is determined that any certification made by the Consultant in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

GC38 Health and Safety

Consultant must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Consultant must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Consultant is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

GC39 PAYMENT TERMS



1. Basis of Payment

Canada will pay the Consultant in accordance to the Basis of Payment included as Annex 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. The Consultant will not be compensated for any local or other travel expenses. The Consultant is responsible for all its secretarial, administrative, and travel arrangements and costs related to this contract.

2. Limitation of Expenditure

Canada's total liability to the Consultant under the Contract must not exceed ___% *To Be Inserted Upon Contract Award* of the total sale price of all properties, plus Applicable Taxes.

No increase in the total liability of Canada, in the Consultant's price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Consultant unless these changes, modifications or interpretations have been approved, in writing, by Departmental Representative before their incorporation into the Work. The Consultant must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Departmental Representative.

3. Method of Payment

Canada will pay the Consultant 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; and
- c. the Work delivered has been accepted by Canada.

4. Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Consultant within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Consultant within 15 Days will only result in the date specified in section GC10 to apply for the sole purpose of calculating interest on overdue accounts.

GC40 Insurance at Discretion of Consultant

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

GC41 Dispute Resolution

1. Discussion and Negotiation

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

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) 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.

**GC42 Entire agreement**

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



ANNEX "A" – STATEMENT OF WORK

The Consultant must perform and complete the work described herein.

1. TITLE:

- 1.1. Real Estate Brokerage Services for the Consulate General of Canada, New York

2. BACKGROUND:

- 2.1. Canada seeks to sell up to 20 residential properties in New York, New York (the "Properties") that were previously used to house Canadian diplomatic personnel posted in New York. The work will be undertaken in New York, New York.
- 2.2. The Properties are in residential buildings located in New York, New York.

3. OBJECTIVE(S):

- 3.1. The Consultant must perform, and complete, the work described herein to sell the Properties.

4. SCOPE OF WORK: REQUIREMENTS AND DELIVERABLES

The Consultant must provide seller representation real estate brokerage services to Canada, with the sale strategy to reflect market conditions, including but not limited to the following:

- 4.1. **Needs Assessment:** The Consultant must assess, validate, and participate in the assessment of Canada's stated scope and market requirements related to this initiative.
- 4.2. **Market Analysis and Disposal Plan:** The Consultant must provide seller representation services to Canada and conduct a market and property review to determine current pricing levels, values, availability, and comparable properties including future estimates on supply and demand, and completion risk.

The Consultant must generate and provide a disposal plan detailing the nature and timing of the Consultant's planned activities to affect the sale of the Properties, including but not limited to:

- Creating a due diligence list;
- Developing a marketing plan;
- Providing an expected listing duration;
- Providing an expected asking and settlement prices;
- Providing any recommended modifications to the property that would enhance and increase value of the property by a value greater than its cost; and
- Using professional photographs to showcase the property. All photographs must be approved by the Departmental Representative.

The disposal plan must include a risk management section to describe potential risks at various phases of the transaction and proposed reduction/mitigation measures.

- 4.3. **Coordination and Reporting:** The Consultant will act in coordination with the activities of legal and technical consultants and Canada's employees and will take direction from the Departmental Representative. The Consultant will report on a monthly basis regarding project progress, including prospects, visits to each of the Properties, feedback from potential purchasers and other brokers viewing the Properties, and updates on market conditions. The report must be in Microsoft Word, or PDF format, in English or French, and sent by email to the Departmental Representative on the 1st day of each month. A virtual meeting with the Departmental Representative to discuss the report must be held no later the 8th of each month.
- 4.4. **Negotiation:** The Consultant must negotiate commercial terms for such real estate agreements as are required to meet Canada's program needs on the direction of the Departmental Representative. Although the Consultant will serve as Canada's Representative, the Consultant acknowledges and understands that it has no power or authority to bind Canada to any contract, representation, or warranty and that only authorized signing representatives of Canada are capable of binding Canada in such transactions. Additionally, the Consultant shall obtain explicit,



written consent from the designated Departmental Representative prior to initiating any modifications, negotiations or communications related to a price adjustment. For the avoidance of doubt, the Consultant's obligations in this regard must extend to negotiation of commercial terms only (but such negotiation must be subject to the direction of the Departmental Representative) and not to drafting formal legal terms, which must be a matter for Canada and its legal representatives.

- 4.5. **Comparative Analysis/Recommendations:** The Consultant must assist the Departmental Representative and other employees or agents of Canada to perform due diligence on prospective vendors and acquisition solutions. The Consultant must perform or assist Canada in performing analysis of alternatives presented, including a description of the potential advantages and disadvantages of each prospective transaction, technical analysis, and a financial analysis on a discounted cash flow basis to compare order-of-magnitude benefit at each disposal solution. The Consultant must advise and recommend solution best matching Canada's objectives in support of Canada's internal approval process.
- 4.6. **Legal Context Interpretation:** In conjunction with Canada's counsel, the Consultant may provide Canada with market-based interpretation and recommendations regarding potential purchase and sale agreement language and other business issues including process, consents, incentives, local practice, title, easements, condition, inspection, public or neighbour consultation, condominium board or other approval requirements.
- 4.7. **Special Conditions:** As Canada has special conditions applicable to the sale of these properties arising from Canadian sanctions laws, Canada will require extra time to vet all potential purchasers and offers can only be conditionally accepted until Canada, in its sole and absolute discretion, determines whether these special conditions can be met.
- 4.8. **Documentation/Processing:** Upon approval in writing by Departmental Representative, and in coordination with counsel, who will approve the form and content of documents, The Consultant will create and transmit to Canada's potential vendor offers, letters of intent, counteroffers, or other documents as required. The Consultant must provide other services, including:
- i) completing all process control documents, including project close-out and reporting, required by Canada, and
 - ii) preparing document execution packages, routing for approval, monitoring approval and notifying parties once approvals have been received.
- 4.9. **Certification of Fees and Payment:** The Consultant shall have certified financial officer of the Consultant's company and provide to His Majesty with copies of:
- i) all fee invoices presented to any other party related to this Work or any transaction concluded by the Consultant related to The Properties, if any, and
 - ii) evidence (i.e. cheques or wire confirmation notices) indicating all such payments, compensation or consideration made by any other party to Consultant resulting from the real estate transaction contemplated in the Service Contract, if any. The value of any such fees or consideration will be deducted
- 4.10. **Duty of Loyalty:** The Consultant must have a fiduciary duty to Canada and must act in Canada's best interest at all times while performing the work. The Consultant agrees and warrants that it will use reasonable efforts to negotiate the best possible commercial terms for Canada.
- 4.11. **Language:** Report and correspondence can be provided in either French or English.

5. TRAVEL:

- 5.1. The Consultant must be locally available to undertake work and will not be compensated for any local or other travel expenses.

6. LOCATION MILESTONES:

- 6.1. The Consultant must submit the Market Analysis/Disposal Plan within 10 calendar days of award of the contract for approval by Departmental Representative. Subsequent milestones will include achievement of an agreed heads of terms, agreed purchase and sale agreement, and the execution of those documents.

7. CONSTRAINTS:

- 7.1. The Consultant must utilize locally accepted standard for brokerage and representation services.



- 7.2. The Consultant may not use or publicize the name or logo of His Majesty, Canada, the Government of Canada, the Embassy of Canada, the Department of Foreign Affairs, and International Trade Canada, or Global Affairs Canada without the express written permission of the Departmental Representative.
 - 7.3. The products of the contract remain confidential and may not be disclosed to other parties without written consent of Canada.
 - 7.4. All site visits to the residences will be arranged in advance between the Consultant and the Departmental Representative.
 - 7.5. Copies of technical or title documents will be provided by Canada's as required and requested by the Consultant.
- 8. CLIENT SUPPORT:**
- 8.1. The Departmental Representative will provide guidance and instructions throughout the Contract period.
 - 8.2. DFATD authorizes the Consultant to co-operate with any other registered real estate brokerage representing the buyer.
- 9. MEETINGS:**
- 9.1. The Consultant will be required to attend (in person or virtually) a kick off meeting describing the purpose of this mandate. The Consultant might also be required to perform a presentation of the findings to senior management at the embassy.



ANNEX "B" – BASIS OF PAYMENT**TP1 Payments to the Consultant**

- 1.1 The Consultant shall be entitled to receive progress payments as per the Commission Structure identified in Clause TP2. Such payments shall be made not later than the due date, which shall be the 30 days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Consultant within 15 days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than 30 days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant 's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than 30 days after receipt of a properly submitted invoice.

TP2 Commission Structure for Property Sales

- 2.1 For the successful sale of each of The Properties, the following commission structure applies, with payments to be issued within 30 days from the completion date of each transaction:

2.2.1 Direct Sale Commission:

DFATD agrees to pay the Consultant a commission of % *To Be Inserted Upon Contract Award* of the sale price, plus applicable taxes.

TP3 No Payment for Errors and Omissions

- 3.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.
- 3.2 The Consultant is responsible for all of its secretarial, administrative and travel arrangements and costs related to this contract.



Government of Canada

Gouvernement du Canada

Solicitation Number: 25-268251

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 25-268251
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 Global Affairs Canada		2. Branch or Directorate / Direction générale ou Direction 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 Broker Contract for the disposal of residential properties in New York		
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"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/> PROTÉGÉ A	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ	PROTECTED A <input type="checkbox"/> PROTÉGÉ A
PROTECTED B <input type="checkbox"/> PROTÉGÉ B	NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE	PROTECTED B <input type="checkbox"/> PROTÉGÉ B
PROTECTED C <input type="checkbox"/> PROTÉGÉ C	NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL	PROTECTED C <input type="checkbox"/> PROTÉGÉ C
CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL	NATO SECRET <input type="checkbox"/> NATO SECRET	CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL
SECRET <input type="checkbox"/> SECRET	COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET	SECRET <input type="checkbox"/> SECRET
TOP SECRET <input type="checkbox"/> TRÈS SECRET		TOP SECRET <input type="checkbox"/> TRÈS SECRET
TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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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 / CONFIDENTIEL	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).



Government of Canada
Gouvernement du Canada

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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) Maxim Cousineau	Title - Titre Senior Realty Manager	Signature Cousineau, Maxim	Digitally signed by Cousineau, Maxim Date: 2024.04.24 13:34:40 -04'00'
Telephone No. - N° de téléphone 6136171277	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel maxim.cousineau@international.gc.ca	Date 2024-04-24
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Cenatus, Eddy	Title - Titre	Signature Cenatus, Eddy	Digitally signed by Cenatus, Eddy Date: 2024.04.29 07:13:43 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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 / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) LYDIA ZERVOS, AAOB	Title - Titre Procurement Specialist	Signature Zervos, Lydia	Digitally signed by Zervos, Lydia DN: C=CA, O=GC, OU=DFAIT-MAECI, OU=PERS, CN="Zervos, Lydia" Reason: I am the author of this document Location: Date: 2024.05.29 09:14:43-04'00' Foxit PDF Editor Version: 13.0.1
Telephone No. - N° de téléphone 343-540-7876	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel lydia.zervos@international.gc.ca	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

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