



Third-Party Service Provider Program

Realtor[®]/Broker

- Relocation Programs for the TBS (Contract TBS), RCMP (Contract RCMP) and CAF (Contract CAF RP)



Administered by:

BGRS

Canadian Government Services Division

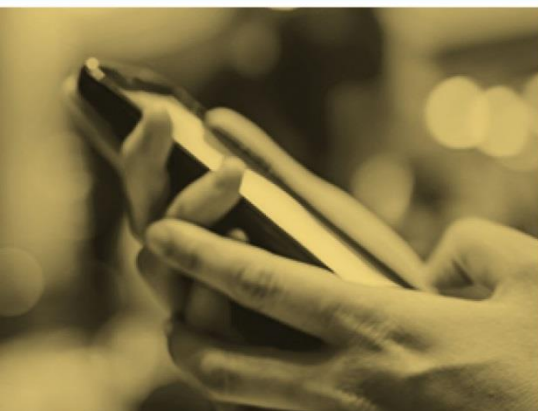


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A. Purpose of this Document

This document does two things:

1. Explains the general provisions of the Third Party Service Provider (TPSP) Directory that supports BGRS's administration of relocation services for the Government of Canada under various contracts effective 01 Dec 2018 to 30 Nov 2020:
 - i. Government of Canada (GoC) Employees (TBS Contract)
 - ii. Members of the Royal Canadian Mounted Police (RCMP) (RCMP Contract)
 - iii. Members of the Canadian Armed Forces (CAF) (CAF RP Contract)
2. Provides details of the TPSP Agreement and the supporting Fee Schedule, to facilitate potential suppliers' review of, and reference to, these elements that govern provision of TPSP services under the referenced contracts

Where to Obtain More Information

If you still have questions after reviewing this information, please contact:

BGRS Supplier Centre

Canadian Government Services Division

613.236.6162

suppliercentre@bgrs.ca



B. General Provisions of TPSP Program

How to Participate

Suppliers that complete the online commitment process will be included in the TPSP Directory. There is no charge to be listed in, and participate in, the TPSP Directory. BGRS will not ask for or accept any referral fee from any Supplier.

How to Get Started

Pre register online by visiting www.irpsupplier-fournisseurpri.com. This is a secure, password-protected site that is a convenient, easy way to register as well as to manage your company information and profile.

If you are already registered in the TPSP Directory, then re-register at the same link to confirm your commitment to the new Agreement.

How to Get Selected

Being listed in the TPSP Directory gives you an opportunity to offer your services to Transferees, but it does not guarantee that a Transferee will request your services during their relocation. Like other Canadians, Transferees select TPSPs in various ways:

1. Based on their own experience with individuals and with companies
2. On recommendations from friends, colleagues, and neighbours
3. On advertisement by TPSPs

BGRS does not recommend or refer Transferees to TPSPs. The Transferee is free to select any TPSP and contacts them directly for service.

What Happens Next?

When you receive a call from a Transferee for service, you must confirm the following:

1. That you have an arm's-length relationship with that Transferee and their family
2. That you are available to meet their needs and timelines
3. That the property is located in an area entered under your profile for which you have agreed to the set fee as established.

If you are available to provide the services, you then proceed in accordance with the service standards identified in the Agreement.

C. Agreement for CAF RP, Contract TBS and Contract RCMP

To participate as a TPSP complete the online registration form, which will require you to commit to this Agreement.

Conditions for Participation

C.1 I certify that I meet the conditions for participation in the Program:

C.1.1 Location:

- a. I am a local supplier (within 100 km) of the area(s) of service I have selected, unless BGRS has given me a written exemption to this clause.
- b. I must provide services in the area(s) of service that I registered for on the TPSP Directory.
- c. I will ensure the accuracy of my area(s) of service in my profile on the Supplier Website.

C.1.2 Accreditation:

- a. I am in good standing and professionally accredited, as applicable.
- b. I will upload a copy of any required certifications to the Supplier Secure Website upon BGRS's request.
- c. I will notify BGRS immediately in the event my accreditation and/or insurance coverage is no longer valid.

C.1.3 Arm's-length relationship:

- a. I will not undertake work for any Transferee unless I have an arm's-length relationship with that Transferee and his/her family.

C.1.4 Fees:

- a. I will adhere to the Fee Schedule of the TPSP network as defined in **Attachment 1** of this TPSP Agreement.
- b. I will not charge additional travel costs.
- c. I will not dispute the fee with the Transferee.
- d. If I provide services not listed in this agreement or outside of this agreement to a Transferee, I will seek payment directly from the Transferee for those services.



Terms and Conditions

- C.2 I understand and agree to the Terms and Conditions of the TPSP network:
- C.2.1 If I fail to honour the Agreement in any way or provide unsatisfactory service to the Transferee, BGRS has the authority to remove my registration from the TPSP Directory.
 - C.2.2 If I cease to be registered as a participating supplier for any reason, and I am contacted by a Transferee for a new upcoming transaction, I will advise the Transferee that I am no longer a registered participating TPSP.
 - C.2.3 I will not use the name of BGRS, or any variant of that name, or BGRS logo, the name of BGRS client(s) for which I am providing services, or any variant of the client's name or logo, or language from which the connection of said name or logo may be inferred or implied, in my advertising or marketing or in any document prepared by or received from BGRS unless such use is specifically permitted by this Agreement.
 - C.2.4 I will not use Crown Intellectual Property without the appropriate permissions, as per Canadian Intellectual Property standards and regulations, including those that fall under the Federal Identity Program concerning Crown Intellectual Property (www.tbs-sct.gc.ca/fip-pcim/index-eng.asp).

Performance

- C.3 I will meet these service-level standards:
- C.3.1 I consent to be contacted directly by the Transferee.
 - C.3.2 I will work for and report directly to the Transferee.
 - C.3.3 I will return all Transferee and BGRS phone calls, messages, or emails within eight business hours.
- C.4 I understand and agree to the Performance Management process of the TPSP network as defined in **Attachment 2**.

Privacy and Security

- C.5 I will comply with the Personal Information Protection and Electronic Documents Act (**PIPEDA**) as follows:

I acknowledge that I am obliged to comply with the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (referred to herein as "PIPEDA") and with the BGRS privacy policy. I acknowledge and agree that for the Term of my Agreement with BGRS, I shall have in place and maintain appropriate corporate policies and procedures to ensure the protection of personal information (as that term is defined in PIPEDA), while that personal information is in my possession or custody, in accordance with those corporate policies and procedures. Without limiting the generality of the foregoing: (1) Pursuant to my own obligations under the PIPEDA, I shall ensure that any and all Subcontractors have in place comparable corporate policies and procedures that ensure a comparable level of protection for personal information while in the possession or custody of the Subcontractors, and (2) I agree to collect and use only the personal information necessary to fulfill my obligations herein. Further, I agree that I shall not, by any means or in any format, sell, distribute, disperse, or otherwise publish any such personal information collected, created or handled under the Agreement.

- C.6 I will comply with all privacy and security requirements listed in the CAF RP, Contract TBS, and/or Contract RCMP. Links to each separate requirement can be found [here](#).

Reporting and Communication Procedures

- C.7 I will complete my personal and/or company profile accurately and update this information if my status changes.
- C.8 I will complete all requested data entry on the Supplier Secure Website within two business days of the request.
- C.9 I consent to receiving electronic communications from BGRS including communications containing information relevant to the Transferee.

Realtor[®]/Broker Specific Terms and Conditions

- C.10 As a Realtor[®]/Broker, I certify and agree:
- C.10.1 That I hold a valid license to practice real estate in the province where I am providing services.
 - C.10.2 That I have a minimum of two years of experience as a Realtor[®]/Broker
 - C.10.3 That listing the Transferee's property on an exclusive basis and/or charging fees above the fee schedule as established herein will result in my removal from the TPSP Directory.
 - C.10.4 That as the Realtor[®]/Broker representing the Transferee for the sale of their property, I may refer the Transferee to another Realtor[®]/Broker in the new location to act on their purchase. However, if this Realtor[®]/Broker is not already a participant of the Program, and chooses not to participate, the referring agent must confirm that a buyer agency commission will not be charged to the Transferee.
 - C.10.5 That failing to meet the Transferee's expectations after making my best efforts to resolve a situation, may result in a request from the Transferee to transfer of the listing or the purchasing assignment to another Realtor[®]/Broker/ Broker.

C.10.6 Sale of Residence

When working with a Transferee to list their property for sale, I will provide a traditional full-service model, to fully market a home, including (but not limited to):

- a. Marketing advice, including research on listing and sales to establish a competitive and attractive list price.
- b. Suggestions on de-cluttering, de-personalizing, staging, repairing, showing the home to optimize its look, inside and out.
- c. Write a description of the property and amenities;
- d. List the property for sale to the public on MLS in addition to any other methods.
- e. Provide signage for the front yard and open houses, indicating how to contact the real estate office and Realtor®/Broker.
- f. Provide the seller with a real property condition disclosure (if required by law) and other necessary forms.
- g. Prepare the necessary papers describing the property and amenities for advertising, pamphlets, open houses, etc.
- h. Advertise the property. This includes advertising in local newspapers, and in the case of unique properties, in national newspapers. Advertising may also include social media and digital marketing.
- i. Ensure that all marketing incentives are clearly identified on the original or amended Property Listing Agreement and the Offer to Purchase Documents.
- j. Hold an open house to show the property.
- k. Serve as a contact available to answer any questions about the property and scheduling showing appointments.
- l. Provide the Transferee with feedback after all visits and open houses
- m. Negotiate a price on behalf of the sellers / Transferees.
- n. Act as a fiduciary for the seller, which may include preparing a standard real estate purchase contract.
- o. Present the Transferee all offers to purchase received and provide guidance and recommendations on negotiations in accordance with agency law.
- p. Provide assurances that surveys are current.

- q. Forwarding instructions and all applicable documents to the lawyer/notary handling the transaction, upon a successful sale of the Transferee's property
- r. When applicable, holding an earnest payment cheque in escrow from the buyer(s), until the closing (if necessary).

C.10.7 Marketing Reports

- a. Assist BGRS or the Transferee with reports on market conditions when Home Equity Assistance or Home Sale Assistance is required (all Transferees).
- b. GoC Employees: upload 30-day marketing reports providing information on the number of comparable listings, sales activity and any factors impeding the sale of the home, to the Supplier Secure Website.
- c. RCMP Members: Provide to the Transferee, if required and upon request, a marketing strategy report and 30-day marketing reports providing information on the number of comparable listings, sales activity and any factors impeding the sale of the home.

C.10.8 File Administration: (TBS Files Only)

- a. Upload a copy of the original Listing Agreement, and all amendments to the Listing Agreement, to the Transferee's Relocation file using the Supplier Secure Website.
- b. Upload, upon successful sale of the Transferee's property, the Sale Agreement (and Agreement Amendments) to the Transferee's relocation file using the Supplier Secure Website.

C.10.9 Purchase of Residence (TBS Files Only)

- a. Upon request, create a customized Needs and Services Destination Package (NSDP)
 - (i) Within seven calendar days of request, upload the NSDP to the Transferee's relocation file using the Supplier Secure Website, a comprehensive Needs and Services Destination Package (NSDP).
 - (ii) The package must include, but is not limited to, the following items relevant to the destination location:
 - Housing availability
 - Cost analysis of renting versus purchasing
 - Preparing a home search plan
 - Include current market values for purchase in the vicinity/neighbourhood selected
 - Schools
 - Cultural and recreation activities/facilities
 - Sports
 - Community services
 - Places of Worship
 - Senior facilities
- b. No commission will be charged to the Transferee under Buyer Agency Agreements.
- c. Upload the Purchase Agreement (and Agreement Amendments) to the Transferee's relocation file.

Anti-Corruption Compliance and BGRS Policies

C.11 Notwithstanding any conflicting terms and conditions in this Agreement, I agree to the following:

C.11.1 I will not directly or indirectly through a third-party intermediary, in connection with my services, offer, pay, promise to pay, or authorize the giving of money or anything of value to (i) any "Government Official" (defined in sub-section C.13.4 below) for the purpose of inducing such Government Official to use his or her influence or position with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for BGRS or (ii) any other person with the intent to induce or reward improper performance of a relevant function or activity.

C.11.2 I will maintain books and records that accurately reflect any payment of money or thing of value to a Government Official or any other individual, directly or indirectly, in connection with this Agreement.

- C.11.3 I further agree: (i) to maintain throughout the provision of my services, suitable policies and procedures to prevent any violation of this Section, (ii) to participate in training associated with the requirements of this Section, if so requested by BGRS, (iii) to immediately notify BGRS in writing if subsequent developments cause, or are suspected to cause, the statements in this Section to be inaccurate or incomplete, and (iv) that upon BGRS's request, I will provide a written certificate satisfactory to BGRS indicating my compliance with the foregoing.
- C.11.4 The term "Government Official" includes any employee, agent or representative of a non-U.S. government, and any non-U.S. political party, party official or candidate. Government Official may also include royalty, non-U.S. legislators, representatives of non-U.S. state-owned enterprises, and employees of public international organizations (including but not limited to the United Nations, International Monetary Fund, World Bank and other international agencies and organizations), regardless of rank or position, and any individuals acting on behalf of a Government Official.
- C.11.5 I represent and warrant, at all times during the term of my services, that:
- i. I am not a Government Official or a close relative of a Government Official, other than Government Officials that are close relatives who have been disclosed in writing to BGRS and are not able to use their influence or positions to cause a violation of subsection C.13.1.
 - ii. I have no personal, business or other connection, relationship or association with any Government Official, other than Government Officials who have been disclosed in writing to BGRS and are not able to use their influence or positions to cause a violation of subsection C.13.1.
 - iii. I have at all times during the past 3 years been in compliance with all legal requirements under (1) the U.S. Foreign Corrupt Practices Act (2) the UK Anti-Bribery Act and (3) all other applicable laws relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to or in connection with Government Officials or other individuals (collectively, the "Anti-Corruption Laws").
 - iv. I have not received any written communication that alleges that it/he/she is, or may be, in violation of, or has, or may have, any material liability under, any Anti-Corruption Laws.
- C.11.6 I agree to cooperate with BGRS to determine if a violation of subsections C.13.1. or C.13.2 has occurred. If BGRS determines there has been such a violation, it shall have the right to terminate this relationship and remove me from the program with immediate effect and without penalty of any kind. In addition, if BGRS determines that I have violated the substance of subsections C.13.1.or C.13.2 in providing services to one or more other parties, it shall have the right to terminate this this relationship and remove me from the program with immediate effect and without penalty of any kind. If termination occurs pursuant to this subsection, BGRS shall be relieved of any further obligations under this program.
- C.12 I shall comply with BGRS's policies for suppliers and vendors, as updated from time to time. The policies may be viewed at: <http://bgrs.com/vendorpolicies/>

Attachment 1: Realtor®/Broker Fee Schedule

Notes:

1. The ceiling rate payable/applicable is the rate in effect at the time the TPSP is called upon to provide the required service (i.e. when the service is booked).
2. Fees for services **must not exceed those established for the appropriate Contract**, regardless of the size of the dwelling or property.
3. Fees include **mileage and file administration**.

Table 1A Realtor®/Broker Fee Schedule 01 December 2018 to 30 November 2019

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2019	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2019
Alberta	CAF	3.50%	N/A
	RCMP	N/A	3.25%
	TBS	N/A	3.25%
British Columbia	CAF	3.50%	N/A
	RCMP	N/A	3.25%
	TBS	N/A	3.25%
Manitoba	CAF	3.80%	N/A
	RCMP	N/A	3.75%
	TBS	N/A	3.75%
New Brunswick	CAF	4.40%	N/A
	RCMP	N/A	4.40%
	TBS	N/A	4.40%
Newfoundland & Labrador	CAF	4.40%	N/A
	RCMP	N/A	4.40%
	TBS	N/A	4.40%
Northwest Territories	CAF	4.00%	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%
Nova Scotia	CAF	4.40%	N/A
	RCMP	N/A	4.40%
	TBS	N/A	4.40%
Nunavut	CAF	N/A	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2019	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2019
Ontario	CAF	3.70%	N/A
	RCMP	N/A	3.70%
	TBS	N/A	3.70%
Prince Edward Island	CAF	4.40%	N/A
	RCMP	N/A	4.40%
	TBS	N/A	4.40%
Québec	CAF	4.25%	N/A
	RCMP	N/A	4.25%
	TBS	N/A	4.25%
Saskatchewan	CAF	3.80%	N/A
	RCMP	N/A	3.75%
	TBS	N/A	3.75%
Yukon	CAF	4.00%	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%

Table 1B Realtor®/Broker Fee Schedule 01 December 2019 to 30 November 2020

Province	Client	New CAF RP Contract 01 Dec 2019 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2019 to 30 Nov 2020
Alberta	CAF	3.50%	N/A
	RCMP	N/A	3.25%
	TBS	N/A	3.25%
British Columbia	CAF	3.50%	N/A
	RCMP	N/A	3.25%
	TBS	N/A	3.25%
Manitoba	CAF	3.80%	N/A
	RCMP	N/A	3.75%
	TBS	N/A	3.75%
New Brunswick	CAF	4.40%	N/A
	RCMP	N/A	4.25%
	TBS	N/A	4.25%
Newfoundland & Labrador	CAF	4.40%	N/A
	RCMP	N/A	4.40%
	TBS	N/A	4.40%

Province	Client	New CAF RP Contract 01 Dec 2019 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2019 to 30 Nov 2020
Northwest Territories	CAF	4.00%	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%
Nova Scotia	CAF	4.40%	N/A
	RCMP	N/A	4.25%
	TBS	N/A	4.25%
Nunavut	CAF	N/A	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%
Ontario	CAF	3.70%	N/A
	RCMP	N/A	3.50%
	TBS	N/A	3.50%
Prince Edward Island	CAF	4.40%	N/A
	RCMP	N/A	4.25%
	TBS	N/A	4.25%
Québec	CAF	4.25%	N/A
	RCMP	N/A	4.10%
	TBS	N/A	4.10%
Saskatchewan	CAF	3.80%	N/A
	RCMP	N/A	3.75%
	TBS	N/A	3.75%
Yukon	CAF	4.00%	N/A
	RCMP	N/A	4.00%
	TBS	N/A	4.00%

Attachment 2: Performance Management

BGRS maintains strong working relationships with the TPSPs in our Directory. Usually, we resolve issues between Transferees and their TPSP by clarifying expectations and highlighting service-level requirements in the TPSP Agreements.

However, if BGRS suspects that a TPSP has violated their TPSP Agreement, the Supplier Centre Team investigates the complaint, reaching out to both the TPSP and Transferee as required. If the TPSP fails to correct the confirmed performance deficiencies, the Supplier Centre Team has the authority to place them on the TPSP Probation List or to remove them as a participating TPSP.

2.1 TPSP Levels of Non-Compliance

As summarized in **Tables 2A and 2B**, there are three levels of TPSP non-compliance:

- a. **High-Impact Issues.** After one confirmed high-impact service complaint, BGRS will remove the TPSP from the TPSP Directory.
- b. **Medium-Impact Issues.** After two confirmed medium-impact service complaints, BGRS will place the TPSP on the TPSP Probation List for six months. After an additional confirmed medium-impact service complaint within the first three months after this probation period, BGRS will remove the TPSP from the TPSP Directory for one year.
- c. **Low-Impact Issues.** After three confirmed low-impact service complaints, BGRS will place the TPSP on the TPSP Probation List for three months.

Table 2A General Impact Levels for TPSP Non-Compliance

Trigger of Non-Compliance	Impact Level		
	Low	Medium	High
Demonstrates extremely unprofessional behaviour towards the Transferee and/or BGRS personnel			X
TPSP exceeds ceiling rates and refuses to refund extra fees to the Transferee after one request			X
Expired or invalid licensing requirement			X
Fails to comply with the Privacy and Security requirements			X
Does not return Transferee calls or emails within 8 business hours		X	
Incomplete data entry	X		
Document uploads on Supplier Secure Website are not timely	X		

Table 2B Realtor®/Broker Specific Impact Levels for TPSP Non-Compliance

Trigger of Non-Compliance	Impact Level		
	Low	Medium	High
Does not prepare a customized Needs and Services Destination Package (NSDP) and upload it to the Transferee's relocation file within 7 days of request.		x	
Does not upload 30-day Marketing Reports for GoC Employees to the Supplier Secure website every 30 days.			x
Does not provision to the RCMP Member – if required and upon request – a marketing strategy report and 30-day marketing reports providing information on the number of comparable listings, sales activity and any factors impeding the sale of the home.			x
Does not help Transferee prepare home equity assistance documents when required for a request being submitted to the Directorate of Compensation and Benefits (DCBA).			x
Does not list the property for sale to the public.			x
Does not provide the seller with a real property condition disclosure (if required by law) or other necessary forms.			x
Does not prepare the necessary papers describing the property for advertising, pamphlets, open houses etc.			x
Does not place a 'For Sale' sign on the property indicating how to contact the real estate office or Realtor®/Broker.			x
Does not advertise the property (may include social media and digital marketing in addition to paper advertising).			x
Does not hold an open house to show the property.			x
Does not serve as a contact available to answer any questions about the property and schedule showing appointments.			x
Does not negotiate price on behalf of the sellers/Transferees.			x
Does not act as a fiduciary for the seller, which may include preparing a standard real estate purchase contract.			x
Does not hold an earnest payment cheque in escrow from the buyer(s) until the closing, if necessary.			x

2.2 TPSP Non-Compliance Process

When a non-compliance is identified, BGRS will take the following steps.

Step 1: Notify TPSP of Non-Compliance

- Notify the TPSP of the observation immediately via email from the Supplier Centre Team, and ask the TPSP to provide additional details or to outline mitigating factors regarding the issue.
- Outline complaint response expectations and assign a timeline for resolving the issue.

Step 2: TPSP Response

- Require the TPSP to respond to BGRS's email within **24 hours** of notification, responding to the complaint and proposing a resolution that meets the assigned timeline from Step 1.

Step 3: Resolution

- Notify the Transferee if the TPSP corrects the non-compliance, and close the issue.
- Proceed to Step 4 if the resolution is not timely or the TPSP is not responsive.

Step 4: TPSP Placed on Probation

- Place the TPSP on probation.
- Before inactivating a TPSP, the Supplier Centre Team will do the following:
 - Notify TPSP via email that they are being placed on probation and provide the reason that brought this decision.
 - Advise TPSP that it is their responsibility, after the probation period has passed, to contact BGRS to confirm their willingness to adhere to the required performance levels.
 - Reactivate the TPSP's registration status once written confirmation of willingness has been received.
 - If no confirmation is received, proceed to Step 5.

Step 5: TPSP Removal by BGRS

- Remove TPSP from the Directory.
- Before inactivating a TPSP, the Supplier Centre Team will notify the TPSP via email that they are being removed from the Directory and provide the rationale for BGRS's decision.

At any point, the participating TPSP may contact the BGRS Supplier Centre Team when trying to resolve issues, taking into consideration the BGRS escalation process hereto outlined.



About BGRS

BGRS develops and implements comprehensive talent mobility solutions for corporate and government clients worldwide. By combining deep industry experience and unparalleled insights on the future of talent mobility, we enable our clients to design mobility programs that empower them to attract, retain and develop top performers. With more than 1,500 people across five continents, we blend global perspective with local market strength.

To learn more, visit <http://www.bgrs.com>

