

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Property Appraisals and Consulting		
Solicitation No. - N° de l'invitation EQ421-151620/A	Date 2015-02-20	
Client Reference No. - N° de référence du client EQ421-15-1620		
GETS Reference No. - N° de référence de SEAG PW-\$KIN-508-6551		
File No. - N° de dossier KIN-4-42182 (508)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-07		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Weaver, Tammy		Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613) 484-1809 ()		FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 10TH FL. 4900 YONGE ST NORTH YORK Ontario M2N6A6 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

Solicitation No. - N° de l'invitation

EQ421-151620/A

Client Ref. No. - N° de réf. du client

EQ421-15-1620

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-4-42182

Buyer ID - Id de l'acheteur

kin508

CCC No./N° CCC - FMS No/ N° VME

See attached

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Pricing Schedule, the Insurance Requirements, Technical Evaluation and any other annexes.

2. Summary

Public Works and Government Services (PWGSC) on behalf of Transport Canada (TC) requires appraisal services for the disposition of 23 parcels ("Subject Properties) in Ontario. The parcels are managed by St. Lawrence Seaway Management Corporation (SLSMC). Services must be completed within 25 weeks from the date of contract Award. This Statement of Work refers to one of the seven bundles that include approximately 80 parcels, as detailed below.

In accordance with Treasury Board Policy **Directive on the Sale or Transfer of Surplus Property and Appraisals and Estimates Standard for Real Property** regarding the sale of federal property, the appraisal of properties (individual reports) is being commissioned on behalf of TC. The properties are under consideration for sale to Canada Lands Company CLC Limited (CLC), a federal non-agent Crown corporation responsible for the disposal of strategic surplus federal real property.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

SACC Manual Clause A7035T (2007-05-25) List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to

the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

Located in Annex D, Technical Evaluation

1.1.2 Point Rated Technical Criteria

Located in Annex D, Technical Evaluation

1.2 Financial Evaluation

Bidders must submit before bid closing, firm pricing in Canadian Funds for all assessments in accordance with Annex B, Basis of Payment. The Evaluated Price is the aggregate of all Prices for Appraisal 1 to 23 in Annex B, Basis of Payment.

2.0 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum 600 points overall for the point rated technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 1000 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by 60.
5. To establish the pricing score, the evaluated price of each responsive bid will be prorated against the lowest evaluated price of all responsive bids and multiplied by 40.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be selected. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

FICTICIOUS EXAMPLE

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 1000 and the lowest evaluated price is \$55,000. Based on the example Bidder #2 would be selected for award of contract.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		900	800	600
Bid Evaluated Price		\$115,000.00	\$75,000.00	\$55,000.00
Calculations	Technical Merit Score	$900/1000 \times 60 = 54.00$	$800/1000 \times 60 = 48.00$	$600/1000 \times 60 = 36.00$
	Pricing Score	$55,000/115,000 \times 40 = 19.13$	$55,000/75,000 \times 40 = 29.33$	$55,000/55,000 \times 40 = 40.00$
Combined Rating		73.13	77.33	76.00
Overall Rating		3rd	1st	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a Contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority,

provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability

2.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-09-25), General Conditions – Higher Complexity Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before 25 weeks after contract award.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tammy Weaver
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8059

Facsimile: 613-545-8067

E-mail address: tammy.weaver@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (Please fill in)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment – Limitation of Expenditure

7. Payment

- 7.1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s)", in Annex B" for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.2 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, for costs incurred in the performance of the Work, up to 50 percent of the amount claimed and approved by Canada if:
 - a. the contractor delivers completed Preliminary Reports for Parcels 1 to 11 as well as draft final report on Parcels 1 to 6 on or before 12 weeks after contract is awarded, as per the chart in Section 17.0 of Annex A, Statement of Work.

- b. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - c. the amount claimed is in accordance with the basis of payment;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.3 SACC Manual Clauses incorporated by reference

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

SACC Manual Clause C0711C (2008-05-12) Time Verification

SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

SACC Manual clause C6000C (2011-05-16) Limitation of Price

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
3. Invoices must be distributed as follows:
 - A one (1) copy must be forwarded to the consignee.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25) General Conditions – Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____.

12. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A, STATEMENT OF WORK

STATEMENT OF WORK

Market Value Appraisal for Bundle 5 properties located in Niagara on the Lake, Ontario

1.0 Background:

Public Works and Government Services (PWGSC) on behalf of Transport Canada (TC) requires appraisal services for the disposition of 23 parcels ("Subject Properties") in Ontario. The parcels are managed by St. Lawrence Seaway Management Corporation (SLSMC). Services must be completed within 25 weeks from the date of contract Award. This Statement of Work refers to one of the seven bundles that include approximately 80 parcels, as detailed below.

In accordance with Treasury Board Policy **Directive on the Sale or Transfer of Surplus Property and Appraisals and Estimates Standard for Real Property** regarding the sale of federal property, the appraisal of properties (individual reports) is being commissioned on behalf of TC. The properties are under consideration for sale to Canada Lands Company CLC Limited (CLC), a federal non-agent Crown corporation responsible for the disposal of strategic surplus federal real property.

2.0 Subject Property Description:

The subject assignment requires separate market value appraisal reports for the 23 Subject Properties, which are located in various parts of the Niagara Region. Some parcels are subject to leases or licenses. The information of the parcels and real property plans are summarized in Tables 1 and 2 situated at the end of this Statement of Work. The real property plans are for illustration only. It is the responsibility of the appraiser to verify the legal description and other property information.

3.0 Purpose of the Report:

The purpose of the appraisal is for portfolio planning.

4.0 Intended Use/Function of the Report:

The intended use/function of the appraisal is to provide PWGSC an estimated Market Value of the fee simple interest of the Subject Properties (please refer to Section 7.0 "Appraisal Requirements" section below for details) which will provide advice and assistance for arm's length sales of the Subject Properties.

5.0 Effective Date:

Date of property inspection

6.0 Property Rights:

Fee Simple. The appraiser is to appraise the Subject Properties subject to encumbrances.

7.0 Appraisal Requirements:

The appraiser is required to appraise the Subject Properties based on the following scenarios:

1. To value the Subject Properties "as is", subject to existing lease(s) or license(s);
2. To value the Subject Properties "as if vacant and unimproved" and to disregard the existing lease(s) or license(s). Please also refer to Section 12.0 "Special Instructions/Assumptions" section below for further details.

8.0 Highest & Best Use:

The Highest and Best Use is based on "market demand" under the ownership of a prudent investor/user. Special attention should be given to providing sufficient explanations of the valuation rationales and analyses applied to arrive at the conclusion of the Highest and Best Use.

9.0 Scope of Work:

The Appraiser is required to demonstrate a thorough and proper understanding of the scope and objectives of the work expected to be undertaken and delivered pursuant to this TOR.

The Appraiser must also:

- Provide an up-to-date analysis of the economy and market conditions of the geographic region and the Subjects' neighborhood including, but not limited to, forecasting future trends;
- Provide an analysis of the local real estate market, research to determine if the proposed disposition of the Subject Properties may disrupt the current supply and demand stability, therefore impacting the general economic health of that defined real estate sector;
- Conduct a detailed inspection of the Subject Properties (guided by SLSMC's representatives) and the local neighborhood area;
- Provide ownership history, previous uses, heritage and historic significance (if appropriate) of the Subjects;
- Provide an appropriate analysis (as defined) of the Highest and Best Use for the Subject Properties;
- Research and conduct cursory external inspections of all relevant comparable sales and provide a data sheet with all relevant property information, together with photographs, Official Plan and Zoning designations for each index;
- Carefully peruse all leases/licenses and relevant reference materials provided and to analyse their impact on values;
- On sites that have possibility of being developed to a different Highest and Best Use, the appraiser should consider the development approach to determine market value;
- PWGSC expects the appraiser to explore the various valuation techniques, and use the appropriate appraisal methods and techniques to adequately support the concluded value estimate given the type of property under consideration.
- Relate all the relevant comparables to the Subject and explain the adjustments made and provide an adjustment chart where appropriate;
- Estimate the individual values of the Subject Properties using all applicable approaches and compile individual narrative reports as per PWGSC Appraisal Guideline 1B1.
- Provide Preliminary Reports and Final Draft Reports for PWGSC's review and comments. For details please refer to Section 17.0 "Timing and Deliverable".

10.0 Report Type:

Full Narrative Report as per PWGSC Guideline 1B1 <http://www.tpsgc-pwgsc.gc.ca/biens-property/vltn/index-eng.html>. The reports must be written in English.

The reports must be in compliance with requirements of the most current Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP").

11.0 Please note the following valuation guidelines:

- Under no circumstances should Limiting Conditions restrict the Crown's copyright to the appraisal report;
- The report must be prepared by the designated appraiser responsible for the value conclusion, while professional assistance may be provided by others. The letter of transmittal and the certification must only be signed by the appraiser designated;
- This assignment is strictly treated as confidential. Under no circumstance is the appraiser allowed to discuss or disclose any detail of such assignment with any third party without express written consent granted by PWGSC.

12.0 Special Instructions/Assumptions:

- This valuation analysis is based upon an assumption that the Subject is free from any environmental contamination and/or remediation, which include, but not limited to migration of contaminants to/from neighboring properties and waters;
- This valuation analysis is based upon an assumption that the Subject has no outstanding or potential claim on title;
- This valuation analysis is based upon an assumption that all equipment, chattels, other hardware and substances installed or brought in by the current licensee/lessee/user are completely removed from the Subject parcels as of the effective date.

13.0 Unit of Measurement:

All measurements are to be expressed in metric system.

14.0 Adjustments:

Any comparative analyses presented in the appraisal shall include a discussion of the adjustments to the comparable properties and the Direct Comparison Approach shall include a table that summarizes the quantitative and/or qualitative price adjustments as appropriate to the type of property being valued.

15.0 Map of Comparables:

A map illustrating the location of comparable market indices, relative to the Subject Property should be included in the valuation or addenda section of the report.

16.0 Production of Reports:

- Preliminary Report – the appraiser shall prepare and submit to PWGSC an electronic copy of a Preliminary Report after the research is completed [but before the estimation of the current market value(s)]. The Preliminary Report must not include values. The intent of the Preliminary Report is to provide all relevant background information and facts, with explanations regarding critical assumptions, highest and best use and methodology.
- Draft Final Report – following acceptance of the Preliminary Report by PWGSC, the appraiser must prepare and submit to PWGSC an electronic copy of a Draft Final Report. The Draft Final Report must incorporate all feedback/changes resulting from the Preliminary Report.
- Final Report – following acceptance of the Draft Final Report by PWGSC, the appraiser will prepare and submit the final reports to PWGSC.

17.0 Timing & Deliverable:

An electronic PDF copy of the report is to be e-mailed to the Project Authority for review. For details please refer to Section 16.0 "Production of Reports". The reports must be delivered in accordance with the following schedule:

No.	Parcel No.	Preliminary Report must be delivered within	Draft Final Report must be delivered within
1	NP-014-C(2)	4 weeks after the contract is awarded	7 weeks after the contract is awarded
2	NP-018-C(3)	6 weeks after the contract is awarded	10 weeks after the contract is awarded
3	NP-018-C(4)	6 weeks after the contract is awarded	10 weeks after the contract is awarded
4	NP-020-A(1)	7 weeks after the contract is awarded	12 weeks after the contract is awarded
5	NP-020-A(2)	7 weeks after the contract is awarded	12 weeks after the contract is awarded
6	NP-020-A(3)	7 weeks after the contract is awarded	12 weeks after the contract is awarded
7	NP-021-B	8 weeks after the contract is awarded	14 weeks after the contract is awarded
8	NP-022-B	8 weeks after the contract is awarded	14 weeks after the contract is awarded
9	NT-027-C	12 weeks after the contract is awarded	16 weeks after the contract is awarded
10	NT-030-C(2)	12 weeks after the contract is awarded	16 weeks after the contract is awarded
11	NT-030-C(3)	12 weeks after the contract is awarded	16 weeks after the contract is awarded
12	NT-031-C	14 weeks after the contract is awarded	18 weeks after the contract is awarded
13	NT-032-C(1)	14 weeks after the contract is awarded	18 weeks after the contract is awarded
14	NT-034-C	14 weeks after the contract is awarded	18 weeks after the contract is awarded
15	NT-036-C(1)	16 weeks after the contract is awarded	20 weeks after the contract is awarded
16	NT-037-C	16 weeks after the contract is awarded	20 weeks after the contract is awarded
17	NT-038-C	16 weeks after the contract is awarded	20 weeks after the contract is awarded
18	NT-039-C	17 weeks after the contract is awarded	21 weeks after the contract is awarded
19	NT-041-A	17 weeks after the contract is awarded	21 weeks after the contract is awarded
20	NW-010-B	19 weeks after the contract is awarded	23 weeks after the contract is awarded
21	NW-019-B	20 weeks after the contract is awarded	25 weeks after the contract is awarded
22	NW-023-B	20 weeks after the contract is awarded	25 weeks after the contract is awarded
23	NW-024-B	20 weeks after the contract is awarded	25 weeks after the contract is awarded

Within five business days of the acceptance by PWGSC of the draft final reports including any necessary revisions, two hard copies and one electronic copy (*in PDF format*) of the Final Report are to be delivered to the Project Authority at Public Works and Government Services at 4900 Yonge Street, 10th Floor, North York, Ontario M2N 6A6.

18.0 Review/Revision:

The appraiser must provide prompt and adequate response and/or revision to the appraisal in respect to any ambiguities, contradictions, concerns or issues that may arise as a result of the review of the Preliminary Report and Draft Final Report undertaken by Public Works and Government Services Canada, Transport Canada and Canada Lands Company Limited.

19.0 Professional Fees:

The fee quote must include all disbursements. Harmonized Sales Tax ("*HST*") is extra.

20.0 Provision of Background Information:

Following verbal or written acceptance of this proposal by Public Works and Government Services Canada, a contract for services and background material relating to the subject property will be sent to the appraiser consisting of the following (if available):

- Name and phone number of contact person for property inspection arrangement;
- Site plans/building location surveys for the Subject Property;
- Existing lease/license agreements

Table 1:

Note: All site areas are subject to verification by Surveys.

No.	Parcel No.	Legal Description	Site Area		Neighborhood Context	Accessibility	Remarks
			(Acre)	(Ha)			
1	NP-014-C(2)	Part of lots 26 and 27, Conc. 3 in the former Township of Humberstone, now the City of Port Colborne	60.73	24.58	Mixed Commercial / Industrial	Barrick Road	There are 2 leases and 1 licence associated with this parcel of land. Current use is mixed commercial and industrial.
2	NP-018-C(3)	Lot 42 as shown on the Ramey Plan by Ross and McCaw, Ontario Land Surveyors in the City of Port Colborne	0.2	0.08	Mixed uses	Ramey Avenue	Vacant land. No leases associated with this small parcel of land.
3	NP-018-C(4)	Part of Lots 23 & 24, Registered Plan No. 23 of the former Township of Humberstone, Conc. 2, City of Port Colborne	0.74	0.30	Mixed uses	Ramey Avenue	One lease is associated with this parcel. The land is improved with a 1 ½ storey dwelling with a garage and a shed.
4	NP-020-A(1)	Part of Lots 4, 5, 6 and part of Princess Street, Registered Plans No. 863, 987, 988 and 989, in the City of Port Colborne. Railway easement agreement in place, to be registered in near future. 59R-11373 Railway Easement City of Port Colborne.	1.14	0.46	Mixed light industrial and commercial	West Street and Princess Street	There are 2 leases and 2 licenses associated with this parcel of land. Current use is light industrial.
5	NP-020-A(2)	Lots 27, 28, 29 and unopened Lane allowance, in Conc. 1 in the City of Port Colborne	0.40	0.16	Mixed light industrial, commercial and residential	No access	There is one lease and one licence associated with this parcel of land. Current use is light industrial.
6	NP-020-A(3)	Part of lot 28 in Conc. 1 & Part of lot 28 in Conc. 2 in the City of Port Colborne	4.97	2.01	Mixed light industrial, commercial and residential	Killaly Street and King Street	There are 6 leases and 6 licences associated with this parcel of land. Current use is mixed industrial, residential SLSMC operational.
7	NP-021-B	Part of Lot 27, Concession I, in the City of Port Colborne	4.72	1.91	Mixed uses	Clarence Street & Welland Street	There are 3 leases and 3 licenses associated with this parcel of land. Current use is heavy industrial.

8	NP-022-B	Part of Lots 26 & 27, Concession 1, in the City of Port Colborne	53.32 (including water lot)	21.58	Heavy Industrial	Lake Road	No leases.
9	NT-027-C	Part of lot 95 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	9.23	3.74	Industrial	No access	There are 2 leases and 2 licences associated with this parcel of land.
10	NT-030-C(2)	Part of lot 119 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	1.78	0.72	Mixed industrial and residential	Centre Street	One licence is associated with this parcel of land.
11	NT-030-C(3)	Part of lot 119 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	3.64	1.47	Mixed industrial and residential	Centre Street	One licence is associated with this parcel of land.
12	NT-031-C	Part of lot 141 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	2.20	0.89	Mixed uses	No access. Land locked parcel	No lease. It is currently vacant.
13	NT-032-C(1)	Part of lots 141 & 142 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	2.44	0.99	Industrial	No access	No lease. It is currently vacant.
14	NT-034-C	Part of lots 185 & 186 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	35.62	14.42	Industrial	No access	One licence. It is currently vacant.
15	NT-036-C(1)	Part of lot 187 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	20.70	8.38	Agricultural	No access	No lease. It is currently vacant.
16	NT-037-C	Part of lots 204 & 205 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	30.31	12.27	Mixed uses	No access	No lease. Irregular shaped. It is currently vacant.
17	NT-038-C	Part of lots 204, 213 and part of unopened road allowance in the former Township of Thorold, in the County of Welland, now the City of Thorold.	15.05	6.09	Mixed uses	Possibly by Egerton Road	No lease. Irregular shaped. It is currently vacant.

18	NT-039-C	Part of lot 203 & 212 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	18.07	7.31	Residential	River Street, Island Street, Church Street & Bridge Street East	There are 1 lease and 4 licences associated with this parcel of land. It is currently improved with a water treatment plant that is owned by a certain federal government department.
19	NT-041-A	Part of lot 213 in the former Township of Thorold, in the County of Welland, now the City of Thorold.	2.60	1.05	Residential	Bridge Street West and Carl Street	No leases. It is a vacant land with a former Port Robinson Fire Hall.
20	NW-010-B	Part Lots 17 & 18, Concession 1 to 4 and part of East Main Street road allowance, Welland.	322.75	130.62	Mixed uses	Schisler Road, Young Road, Gould road, Carl Road West & Biggar Road	There are 3 leases and 17 licences associated with this parcel. It is zoning as Agricultural land. It is currently vacant.
21	NW-019-B	Part Lot 18 Concession 5 and Part Lot 18 & 19 Concession 6 and part of East Main Street road allowance, Welland.	195.4	79.08	Mixed uses	Silverthorn Street & Buchner Road	It is zoning as Agricultural land. It is currently vacant.
22	NW-023-B	Parts 3 & 4 of 59R-12878, Welland	6.67	2.70	Mixed uses	Udine Avenue and Easement from sale of Main parcel NW-023-B Instrument # SN 102667 (AJ 156335)	Vacant land with industrial zoning.
23	NW-024-B (Lyon's Creek)	Pt Lot 21, Conc 7, Welland	52.75	21.35	Residential	Ontario Road	Irregular shaped vacant land with residential zoning. There are 8 licences associated with this parcel.

Table 2 St. Lawrence Seaway Parcel Descriptions

1) Parcel # NP-014-C(2): 2 leases and 1 licence

	Tenant	Description	Special Provisions
Lease 66-1473(s)	A certain company	To construct and maintain a pumphouse together with the necessary intake and outfall, on, over, under and/or across the Premises and to permit the Lessee to draw and return Canal water to be used for cooling purposes in the manufacturing process.	Any sale or transfer would require a protection against any claims due to changing water levels
Lease 66-1272(s)	A certain company	Maintenance and operation of a railway spur track	
Licence 66-1542(s)	A certain company	To install and operate three underground cables, entering the ground of the canal and running underneath the canal.	

2) Parcel # NP-018-C(3): No leases

3) Parcel # NP-018-C(4): 1 lease

	Tenant	Description	Special Provisions
Lease 66-1313	A certain individual	Parking and possible accommodation	N/A

4) Parcel # NP-020-A(1): 2 leases and 2 licences

	Tenant	Description	Special Provisions
Lease 66-1191	A certain number company	For a warehouse building site (used as a retail outlet)	N/A
Lease 66-0863(s)	A certain government department	Public roadway and parking lot	N/A
Licence 66-0272(s)	A certain government department	To maintain, use, and renew certain storm sewer drains	N/A
Licence 66-1527(s)	A certain utility company	Installing, operating and maintaining an Ice Boom and its necessary and ancillary equipment and works located in the City of Port Colborne	N/A

5) Parcel # NF-020-A(2): 1 lease and 1 licence

	Tenant	Description	Special Provisions
Lease 66-1442	A certain company	Lease 66-1442	For parking and storage

Licence 66-0922(s)	A certain utility company	Licence 66-0922(s)	To erect, lay, maintain, operate and/or renew telephone cables
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6) Parcel # NF-020-A(3): 6 leases and 6 licences

	Tenant	Description	Special Provisions
Lease 66-1411	A certain company	Parking and storage of boats, trailers and accessories	N/A
Lease 66-1111	A certain company	To occupy and use as a site for a warehouse	N/A
Lease 66-1229(s)	A certain company	To occupy and use for a warehouse	N/A
Lease 66-0592	A certain company	For access and parking purposes	N/A
Lease 66-1287	A certain individual	Parking purposes	
Lease 66-1237	A certain number company	To use and occupy as a site for building and parking lot	
Licence 66-0922(s)	A certain utility company	To erect, lay, maintain, operate and/or renew telephone cables	
Licence 66-0622(s)	A certain utility company	The right to lay, maintain, operate and/or renew gas pipes	
Licence 66-1001	A certain company	To lay, maintain, operate and/or renew a water line and a sewer line on, over, under, and/or across former Third Welland Canal reserve land	
Licence 66-1100(s)	A certain government department	To lay, maintain, operate and/or renew sewer force mains	
Licence 66-0272(s)	A certain government department	To maintain, use and renew certain storm sewer drains	
Licence 66-0293(s)	A certain government department	To install, maintain, and use certain sewage outfall and over flow pipes and forcemain	

7) Parcel # NF-021-B: 3 leases and 3 licences

	Tenant	Description	Special Provisions
Lease 66-1222(s)	A certain railway company	Occupy and use for railway yard and trackage purposes	N/A
Lease 66-330(s)	A certain company	Storing coal, coke, and other materials, maintain and use a water intake system and an oil pipeline and sump	N/A
Lease 66-864	A certain government department	a public park	N/A
Licence 66-255(s)	A certain utility company	To lay, maintain and use a telephone line	
Licence 66-	A certain utility	To erect, maintain, operate	

1408(s)	company	and/or renew overhead electrical transmission lines across the Welland Canal reserve land	
Licence 66-272(s)	A certain government department	To maintain, use and renew certain storm sewer drains	

8) **Parcel # NF-022-B:** No leases

9) **Parcel # NT-027-C:** 2 leases and 2 licenses

	Tenant	Description	Special Provisions
Lease 66-0746(s)	A certain company	The right and privilege to lay, maintain and operate a gas pipe line and one valve under the Welland ship Canal	N/A
Lease 66-1307(s)	A certain company	To lay, maintain and operate a gas pipe line and one valve under the Welland Ship Canal	N/A
Licence 66-1395(s)	A certain company	Communication - a fiber optic cable	N/A
Licence 66-1135(s)	A certain utility company	To erect, maintain, operate and/or renew a 276 K.V overhead electrical transmission line	N/A

10) **Parcel # NT-030-C(2):** 1 licence

	Tenant	Description	Special Provisions
Licence 66-0667(s)	A certain utility company	To erect, maintain, operate and/or renew a 110 KV electrical transmission line	N/A

11) **Parcel # NT-030-C(3):** 1 licence

	Tenant	Description	Special Provisions
Licence 66-0857	A certain utility company	To erect, maintain and/or operate a transmission line	N/A

12) **Parcel # NT-031-C:** No leases

13) **Parcel # NT-032-C(1):** No leases

14) **Parcel # NT-034-C:** 1 licence

	Tenant	Description	Special Provisions
Licence 66-1135(s)	A certain utility company	To erect, maintain, operate and/or renew a 276 K.V	N/A

		overhead electrical transmission line	
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15) Parcel # NT-036-C(1): No lease

16) Parcel # NT-037-C: No lease

17) Parcel # NT-038-C: No lease

18) Parcel # NT-039-C: 1 lease and 4 licenses

	Tenant	Description	Special Provisions
Lease 66-1415(s)	A certain government department	For a recreation and sports park, known as Port Robinson Park East	N/A
Licence 66-1102(s)	A certain utility company	To lay, maintain, operate and/or renew a gas main	
Licence 66-1386(s)	A certain government department	Maintain, operate and/or renew a 100mm sewer forcemain	
Licence 66-0996(s)	A certain government department	To lay, maintain, operate and/or renew a watermain	
Licence 66-1530(s)	A certain individual	To install the fence on the site	

19) NT-041-A: No lease

20) Parcel # NW-010-B: 3 leases and 17 licenses

	Tenant	Description	Special Provisions
Lease 66-538	A certain railway company	To use as a recreational multi-use trail	N/A
Lease 66-1414	A certain government department	To install, maintain, operate and/or renew a forcemain, together with a submersible pump located in a corrugated steel manhole, on, under and/or across Welland reserve land	N/A
Lease 66-1466(s)	A certain government department	To occupy and use 80 square feet of Welland Canal reserve land on the east bank of the Welland Canal and to lay, maintain, operate, use and/or renew an high pressure gas main	N/A
Licence 66-1409	A certain company	To erect, maintain, operate and/or renew overhead electrical	N/A

		transmission lines	
Licence 66-934(s)	A certain utility company	The right to lay, maintain, operate and/or renew a drain across the Welland Canal Reserve land	N/A
Licence 66-1408(s)	A certain utility company	To erect, maintain, operate and/or renew an overhead electrical transmission line	N/A
Licence 66-626	A certain government department	Lay, maintain, operate and/or renew a drainage culvert under and across the Welland canal reserve land	N/A
Licence 66-1130(s)	A certain utility company	The right and privilege to lay, maintain, operate and/or renew a gas main	
Licence 66-1072	A certain government department	Right and privilege to erect, lay maintain, operate and/or renew a television cable on over under and or across Welland Canal Reserve land in the Gore of Lot 26 Conc. 7 and Lot 23, Conc 5 City of Welland	
Licence 66-842	A certain utility company	To lay, maintain, and use a water intake system on Welland Canal reserve land and to draw water therethrough from the Welland Canal for domestic purposes.	
Licence 66-1317(s)	A certain utility company	To erect, maintain, operate and or renew a 4160 volt overhead electrical transmission line 195.5 meters in length on two double pole towers.	
Licence 66-620	A certain individual	To install, operate, maintain, replace equipment on site	
Licence 66-1122	A certain company	To lay, maintain, operate and/or renew a sewer line under and across the Welland Canal reserve land	
Licence 66-1452,	A certain company	To lay, maintain, operate and /or renew a drainage pipe on, over, under and/or across Welland Canal reserve land	
Licence 66-1060	Certain individuals	To install, maintain, and use one diameter storm drain under and across Welland Canal reserve land	
Licence 66-1002	A certain department	To lay, maintain, operate and/or renew water intake pipe, on, over, under and/or across Welland canal reserve land.	
Licence 66-292	A certain department	To lay, maintain, and use a water intake pipe on the westerly	

		side of the Welland Ship Canal and to draw water there through for domestic purposes	
Licence 66-1030	A certain individual	To have unrestricted access for ingress and egress purposes only across the southwestern corner of part 3 on Registered plan 59R-9125 in the City of Welland	
Licence 66-1319	A certain individual	To use as a recreational multi-use trail	
Licence 66-1433	A certain company	To install, maintain, operate and/or renew a forcemain, together with a submersible pump located in a corrugated steel manhole, on, under and/or across Welland reserve land	Right of first refusal upon SLSMC selling the land, is firstly given to the City of Welland, and secondly to the abutting neighbours

21) Parcel # NW-019-B: No lease

22) Parcel # NW-023-B: No lease

23) Parcel # NW-024-B: 7 licences and 1 indenture

	Tenant	Description	Special Provisions
Licence 66-916(s)	A certain company	Right & privilege to erect, maintain, operate and/or renew an overhead electrical transmission line	N/A
Licence 66-917(s)	A certain utility company	Erect, maintain, operate and/or renew a telephone cable, on, over and/or across Welland Canal reserve land	
Licence 66-787	A certain government department	The right to lay, maintain, use and/or renew a sanitary sewer main	
Licence 66-793	A certain government department		
Licence 66-891(s)	A certain government department	The right to lay, maintain, operate and/or renew a sanitary sewer on, over, under and/or across Welland Canal reserve land	
Licence 66-1497(s)	A certain government department	To lay, maintain & operate a watermain under the Welland Canal	
Licence 66-979(s)	A certain utility company	Lay, maintain, operate and/or renew an high pressure gas main	

Solicitation No. - N° de l'invitation

EQ421-151620/A

Client Ref. No. - N° de réf. du client

EQ421-15-1620

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-4-42182

Buyer ID - Id de l'acheteur

KIN508

CCC No./N° CCC - FMS No/ N° VME

Indenture 66-988	(SLSMC Licensee) on a certain utility company land		
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Solicitation No. - N° de l'invitation
EQ421-151620/A
Client Ref. No. - N° de réf. du client
EQ421-15-1620

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CCC No./N° CCC - FMS No/ N° VME

Excerpt from St. Lawrence Seaway Real Property Plans

NP-014-C (2)

1) NP-014-C(2)

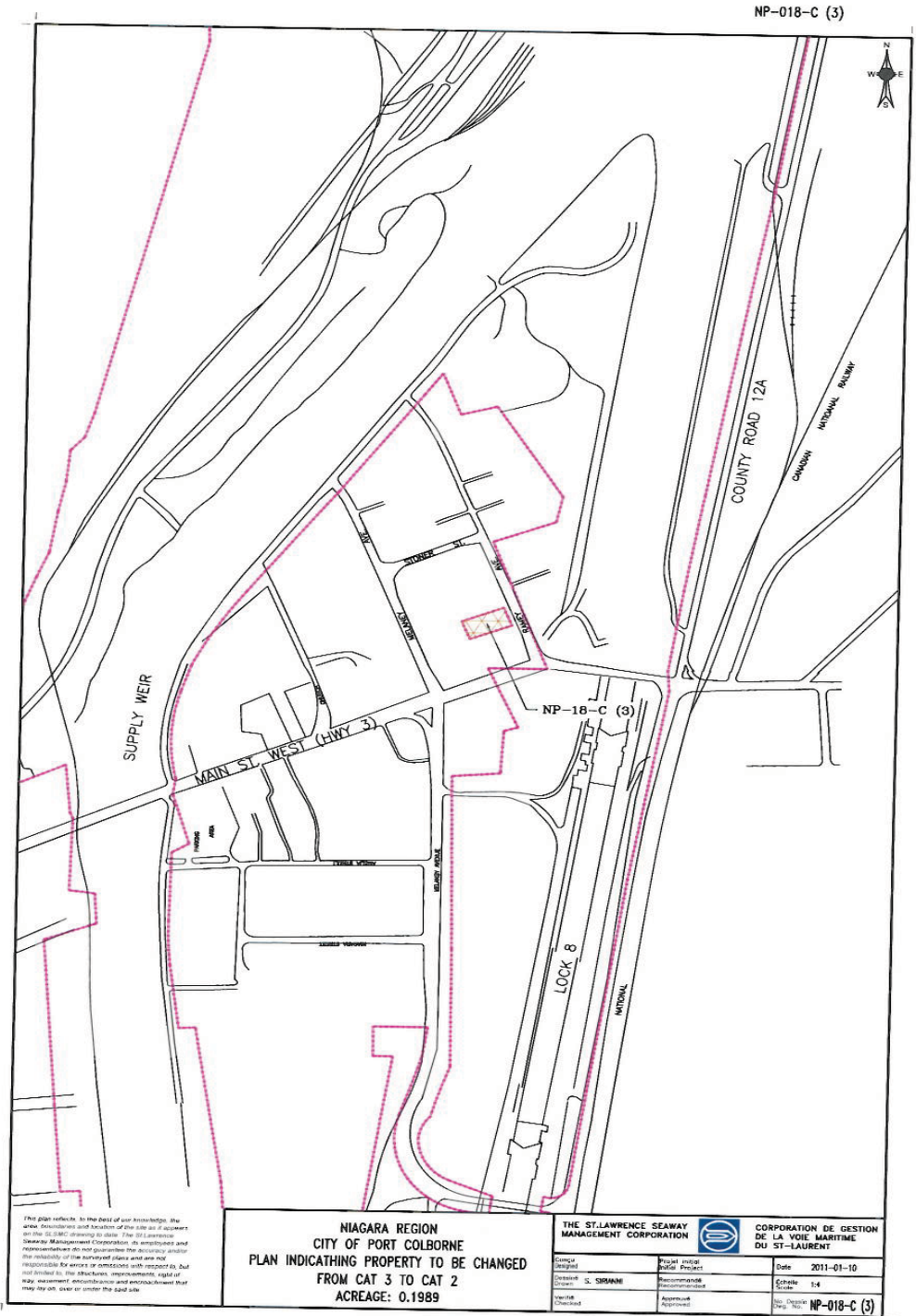


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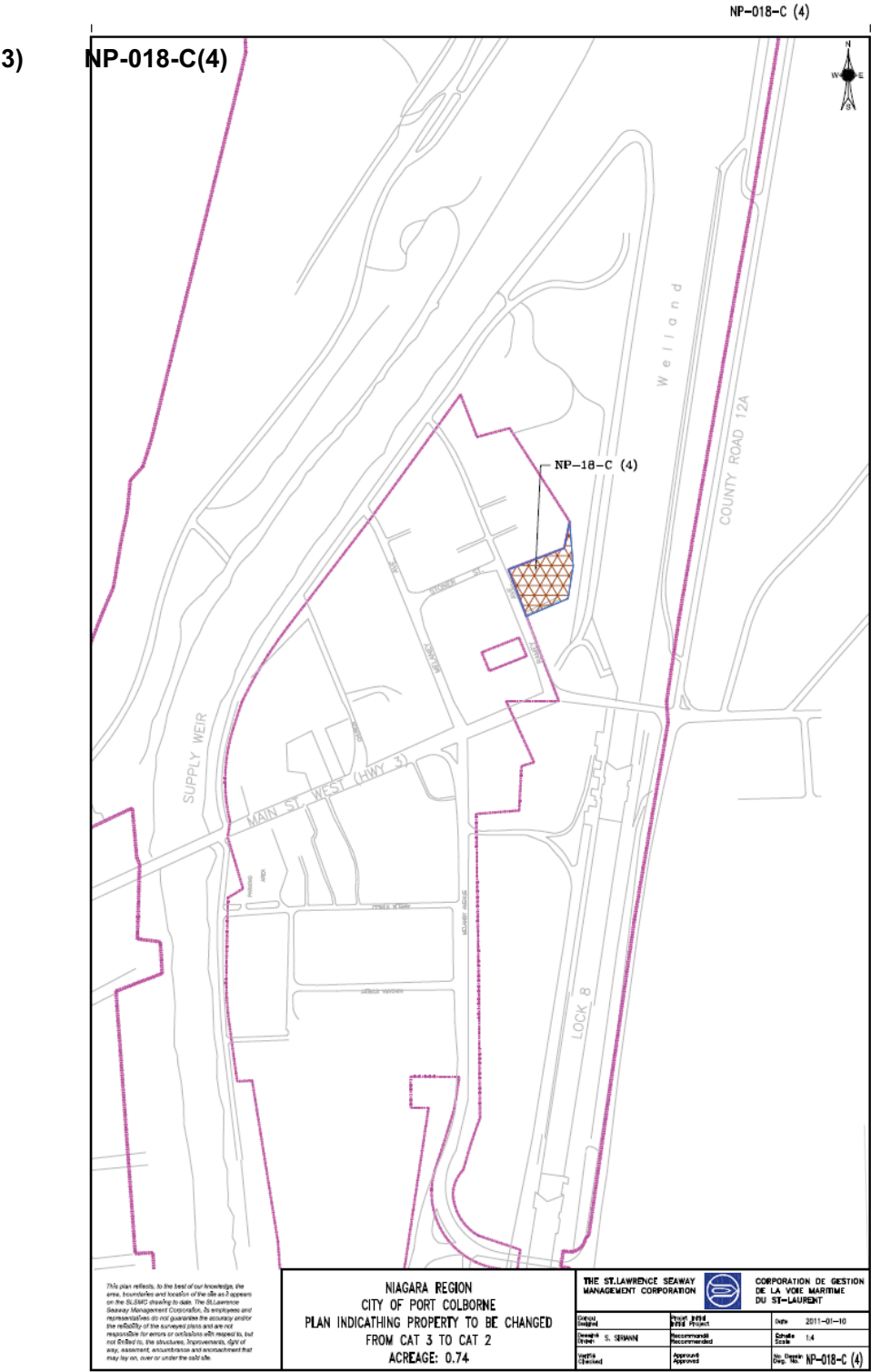
2) NP-018-C(3)



Solicitation No. - N° de l'invitation
EQ421-151620/A
Client Ref. No. - N° de réf. du client
EQ421-15-1620

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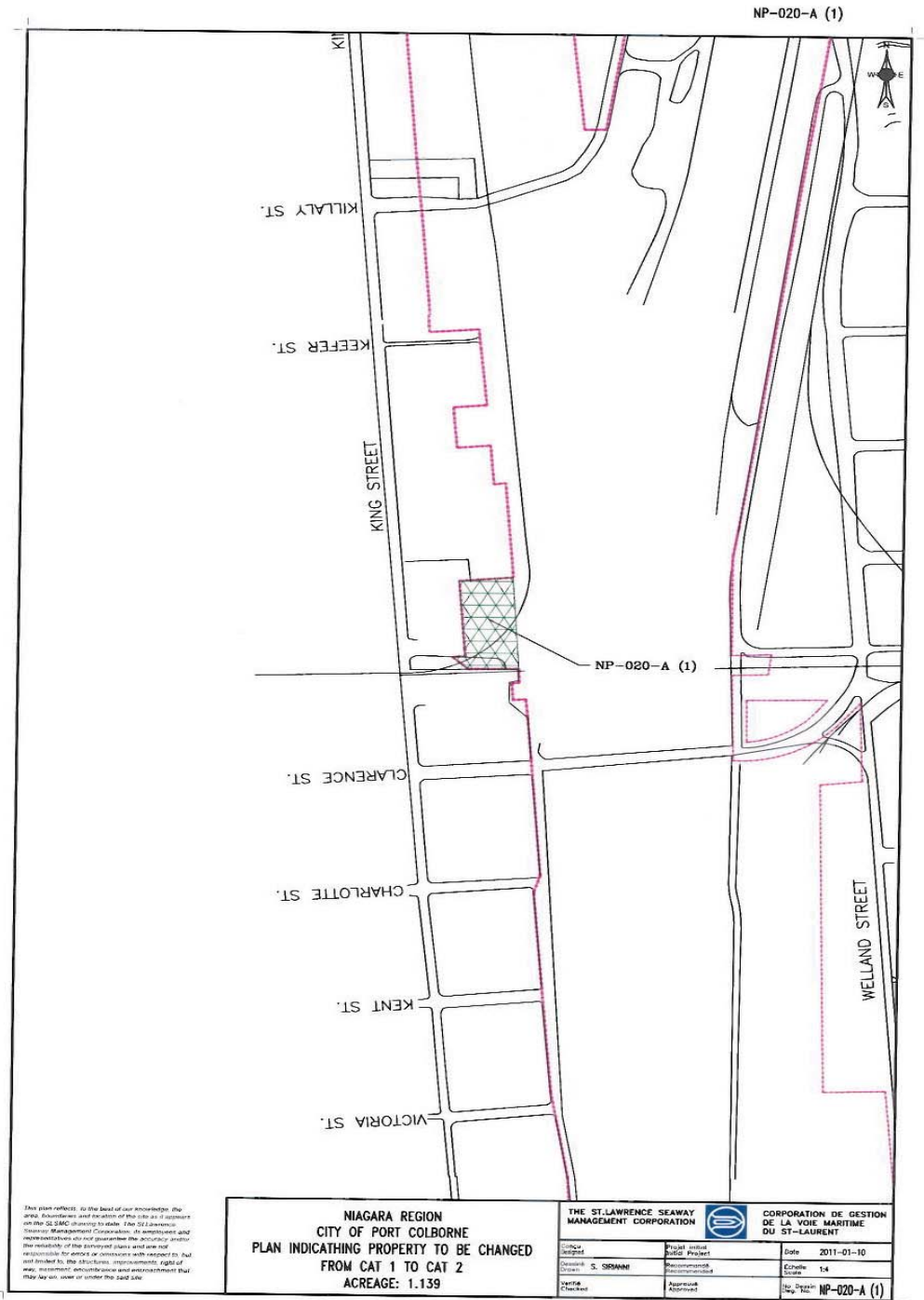


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Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No/ N° VME

4) NP-020-A(1)

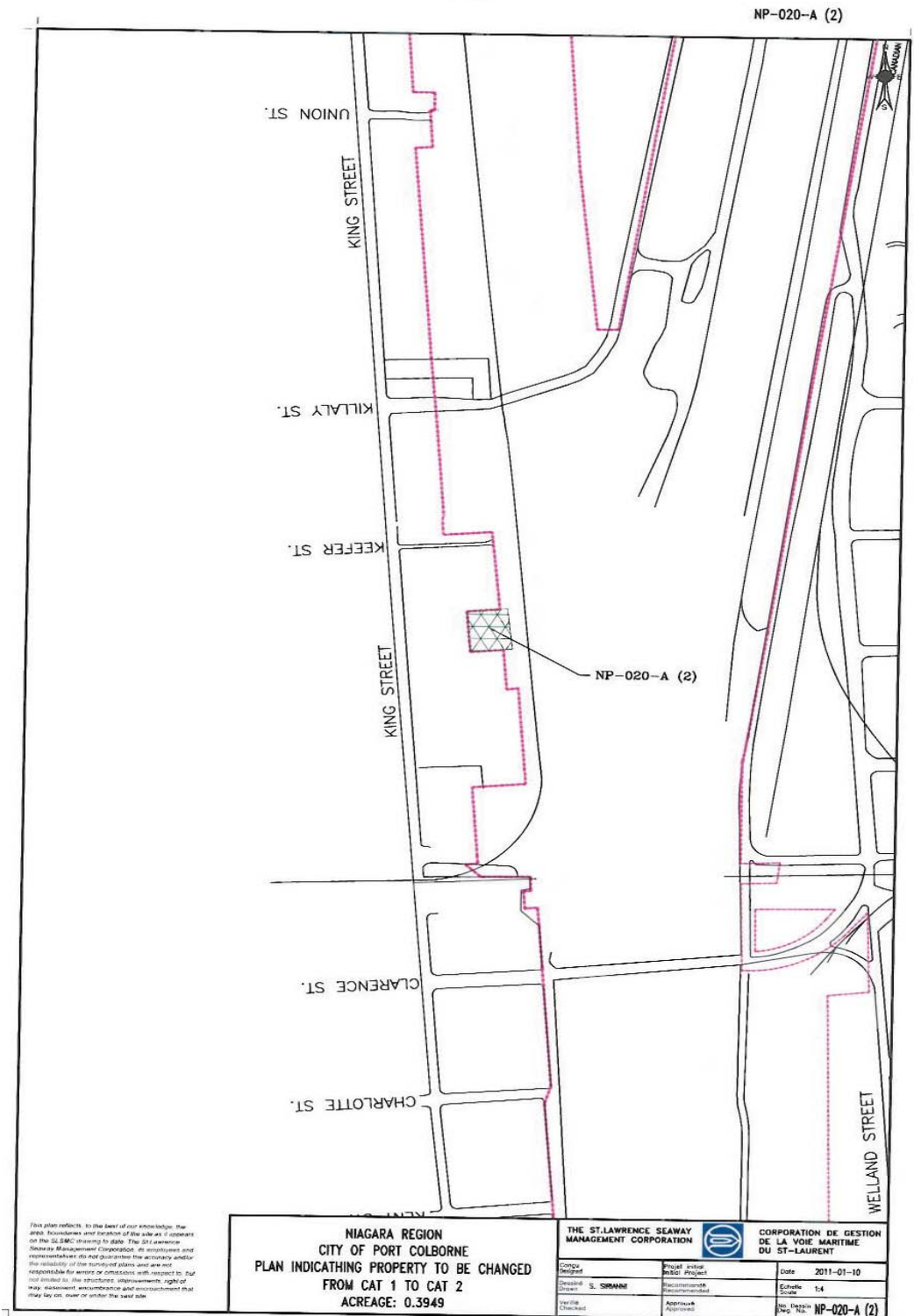


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EQ421-151620/A
Client Ref. No. - N° de réf. du client
EQ421-15-1620

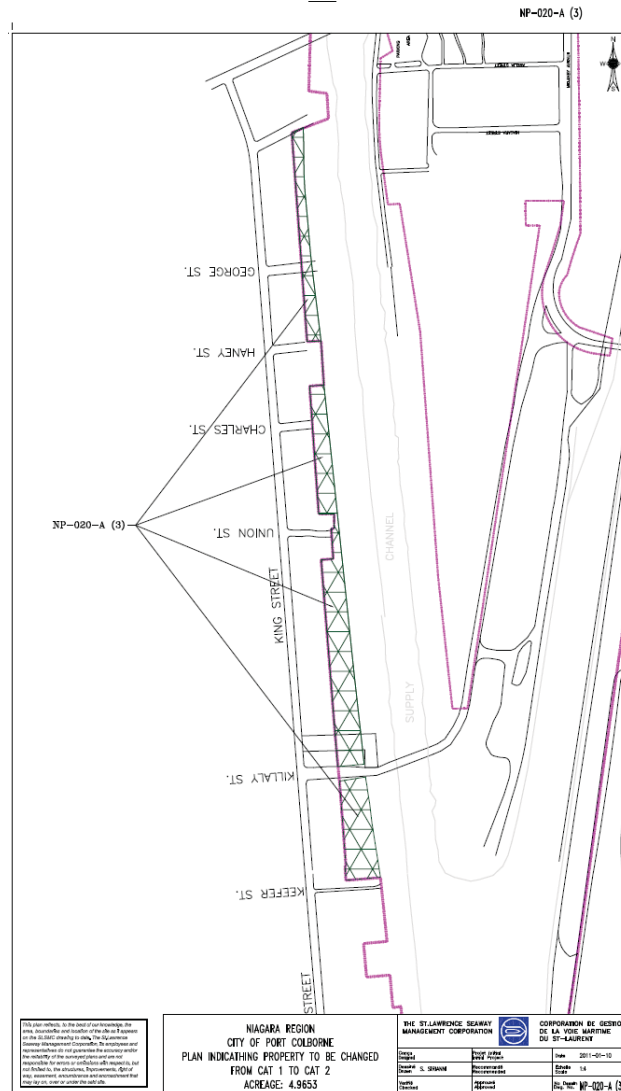
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File No. - N° du dossier
KIN-4-42182

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No/ N° VME

5) NP-020-A(2)



Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No/ N° VME

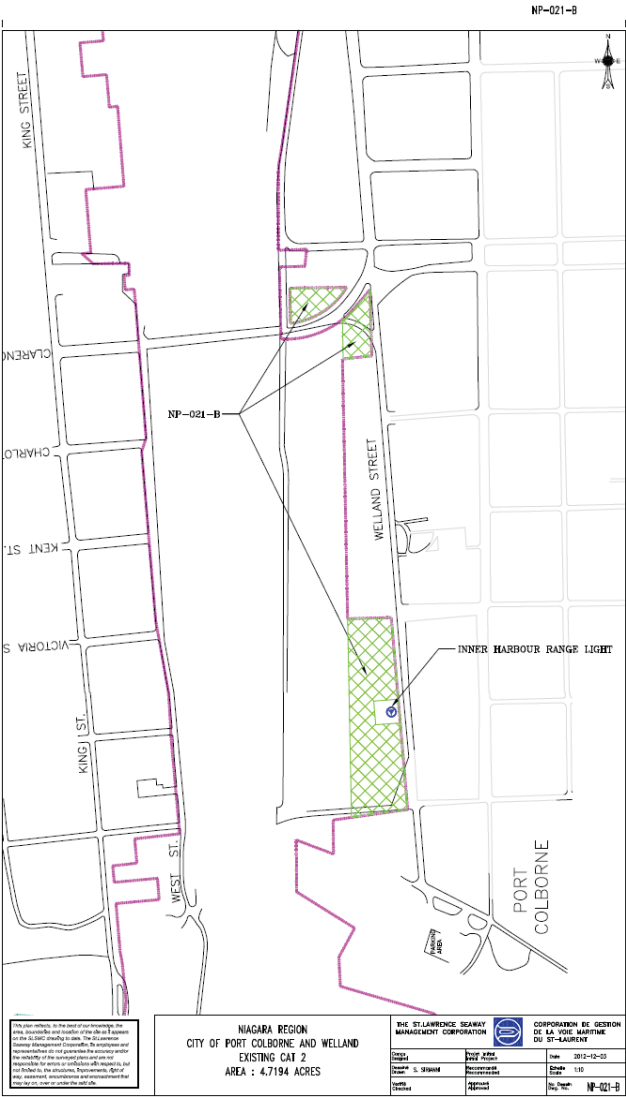


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EQ421-15-1620

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File No. - N° du dossier
KIN-4-42182

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No/ N° VME

7) NP-021-B

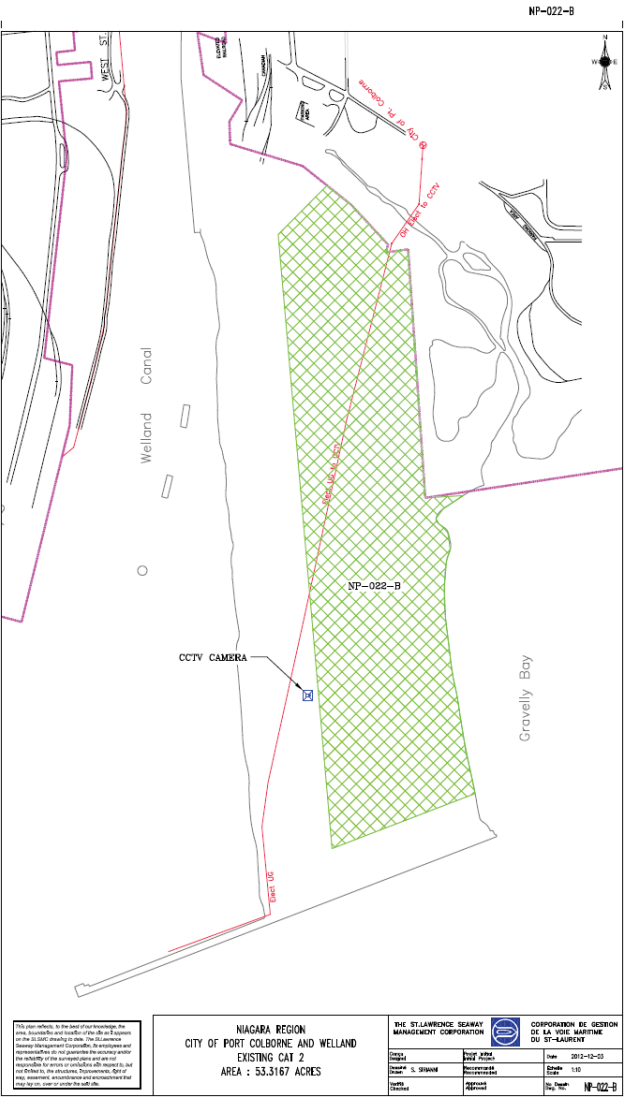


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EQ421-151620/A
Client Ref. No. - N° de réf. du client
EQ421-15-1620

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File No. - N° du dossier
KIN-4-42182

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8) NF-022-B

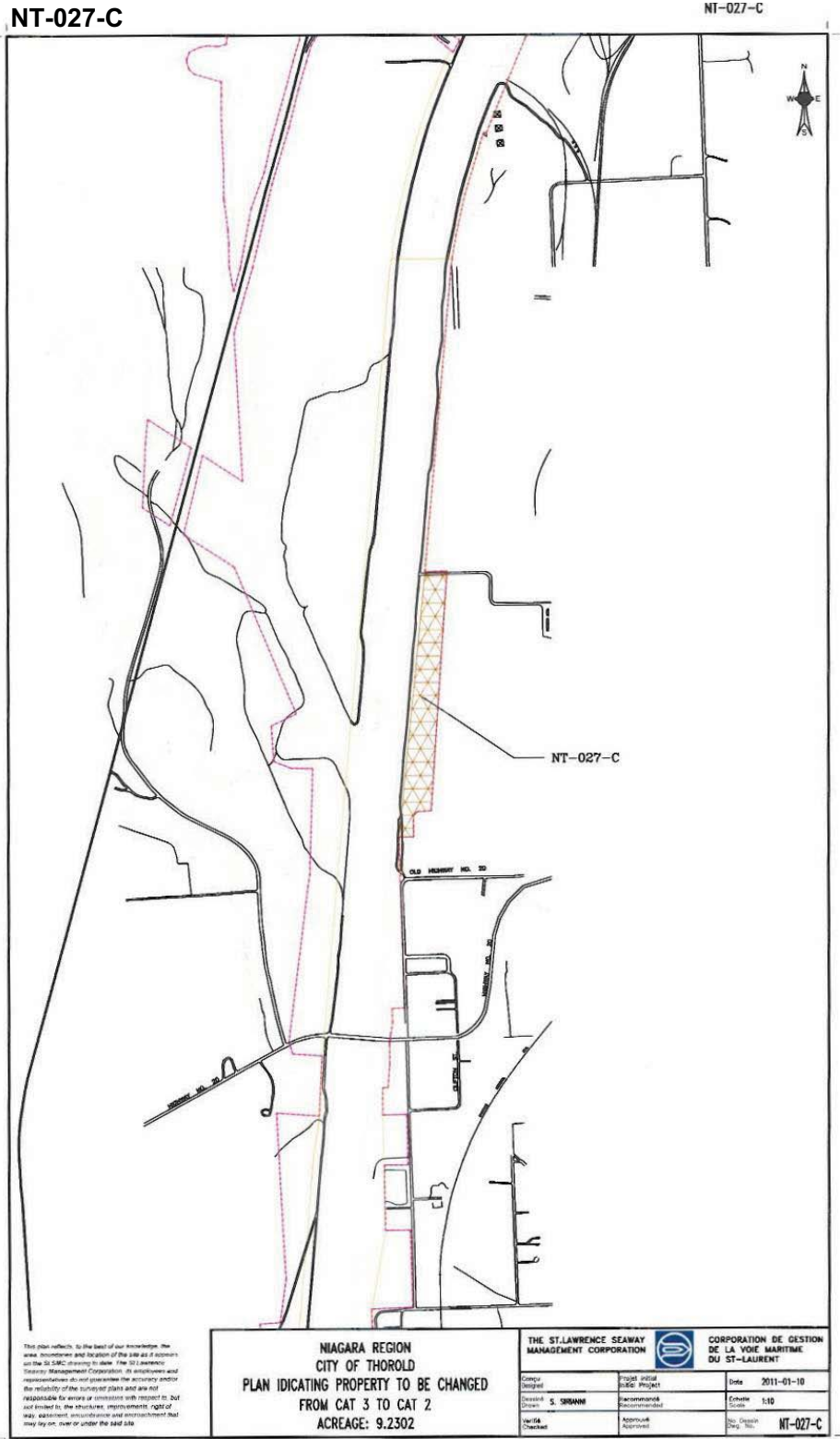


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EQ421-15-1620

Amd. No. - N° de la modif.
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KIN508
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9) **NT-027-C**



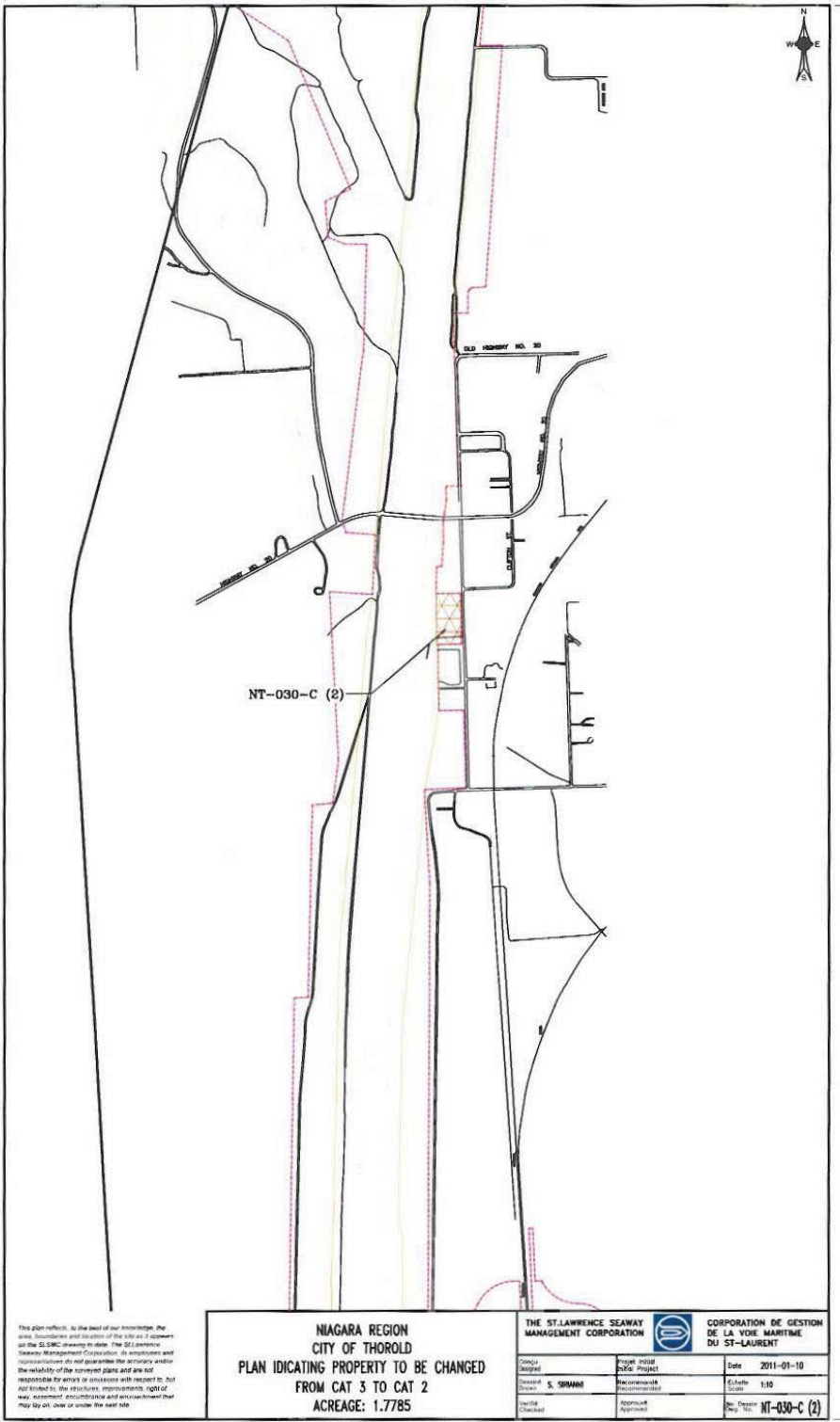
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EQ421-15-1620

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10) NT-030-C(2)

NT-030-C (2)



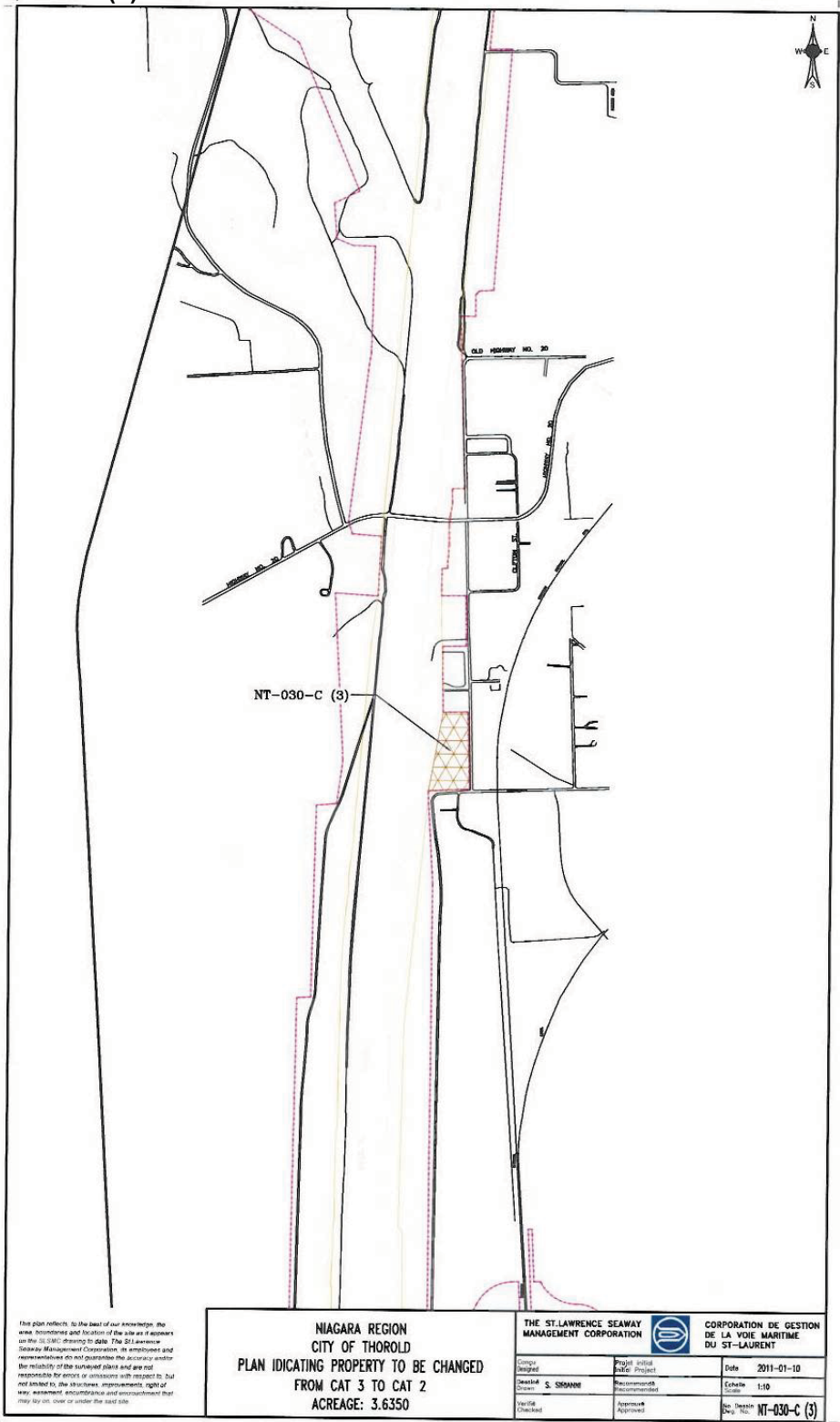
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EQ421-15-1620

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11) NT-030-C(3)

NT-030-C (3)



Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
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Buyer ID - Id de l'acheteur
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12) NT-031-C

NT-031-C



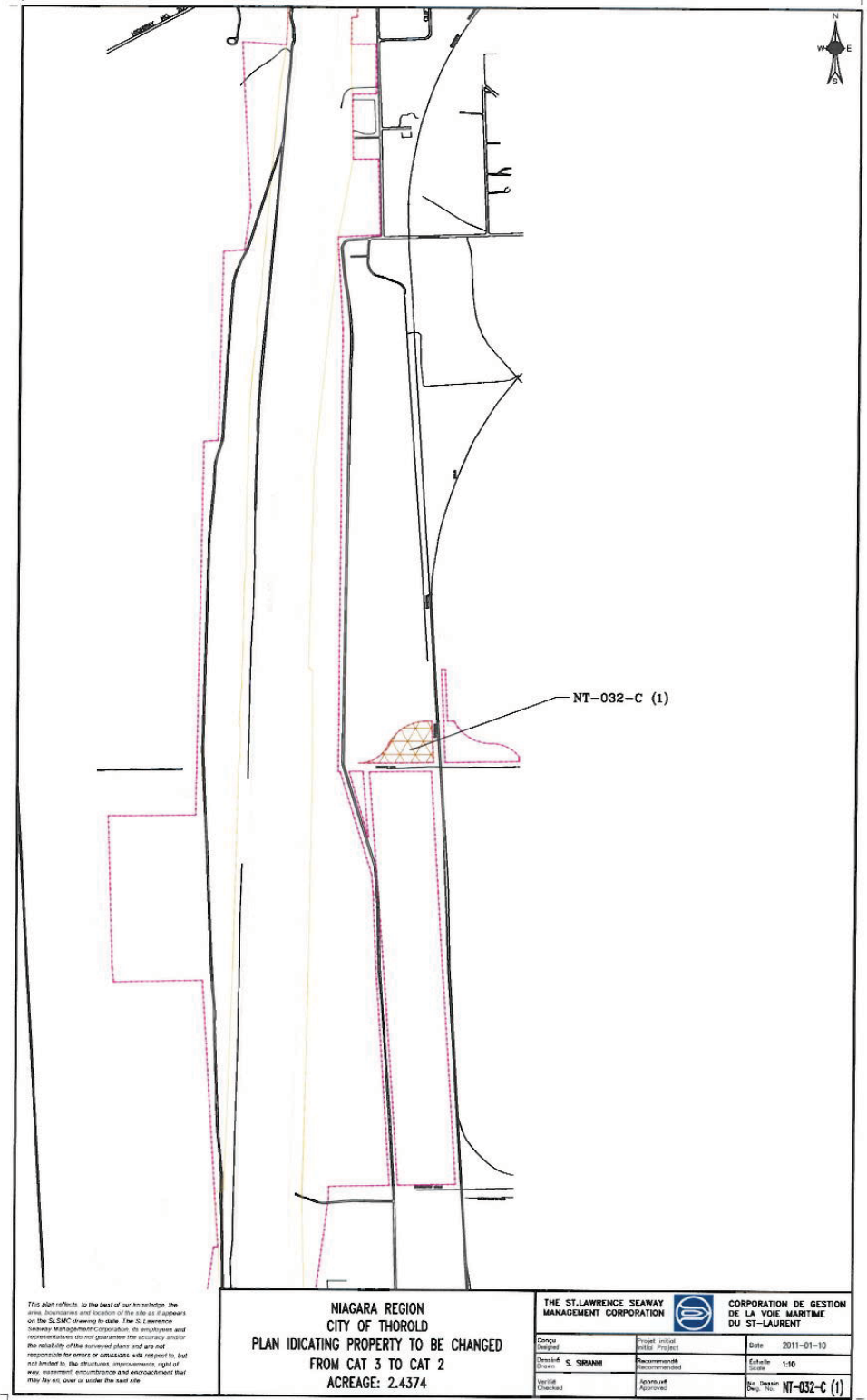
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Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
File No. - N° du dossier
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KIN508
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13) NT-032-C(1)

NT-032-C (1)



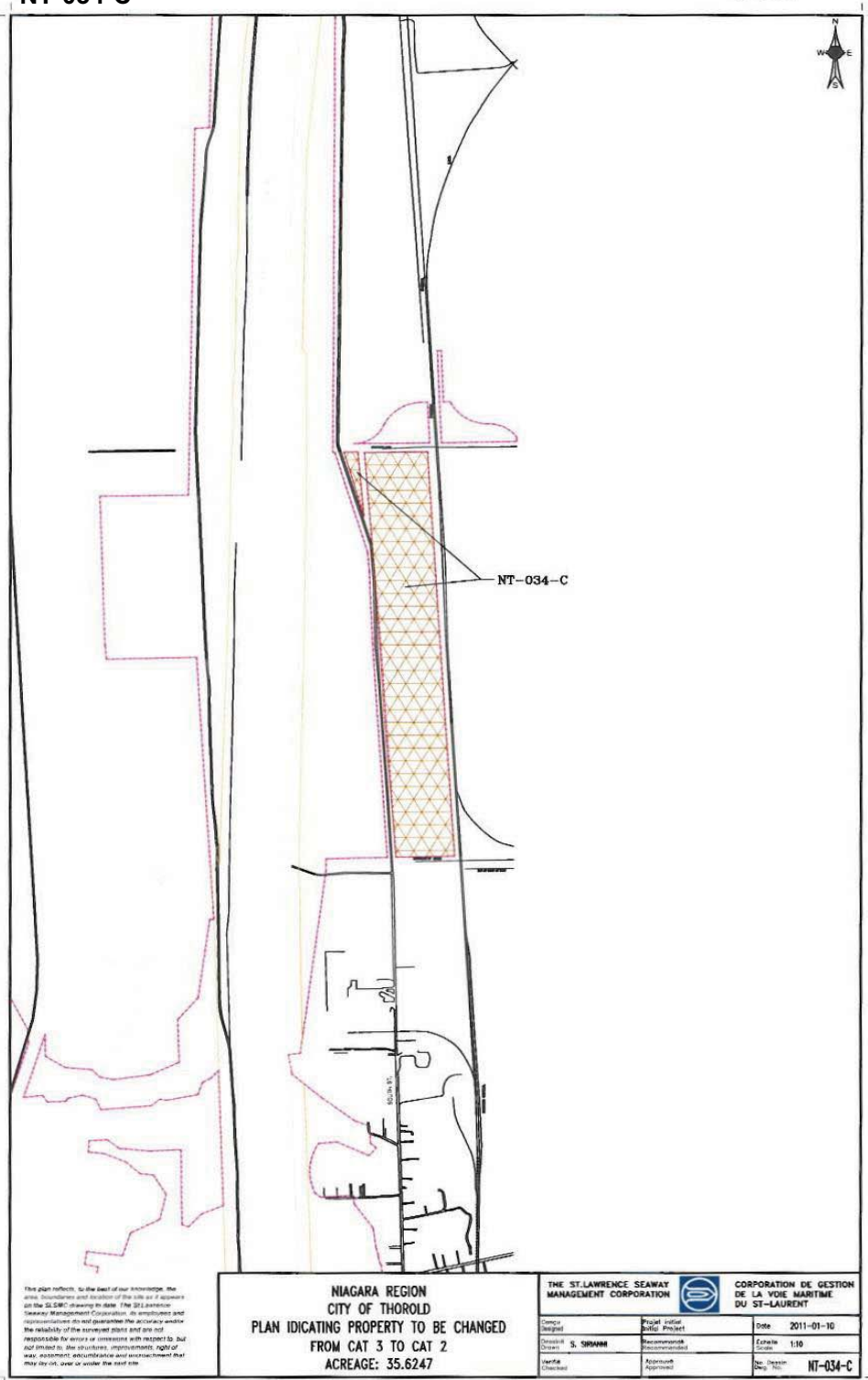
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File No. - N° du dossier
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14) NT-034-C

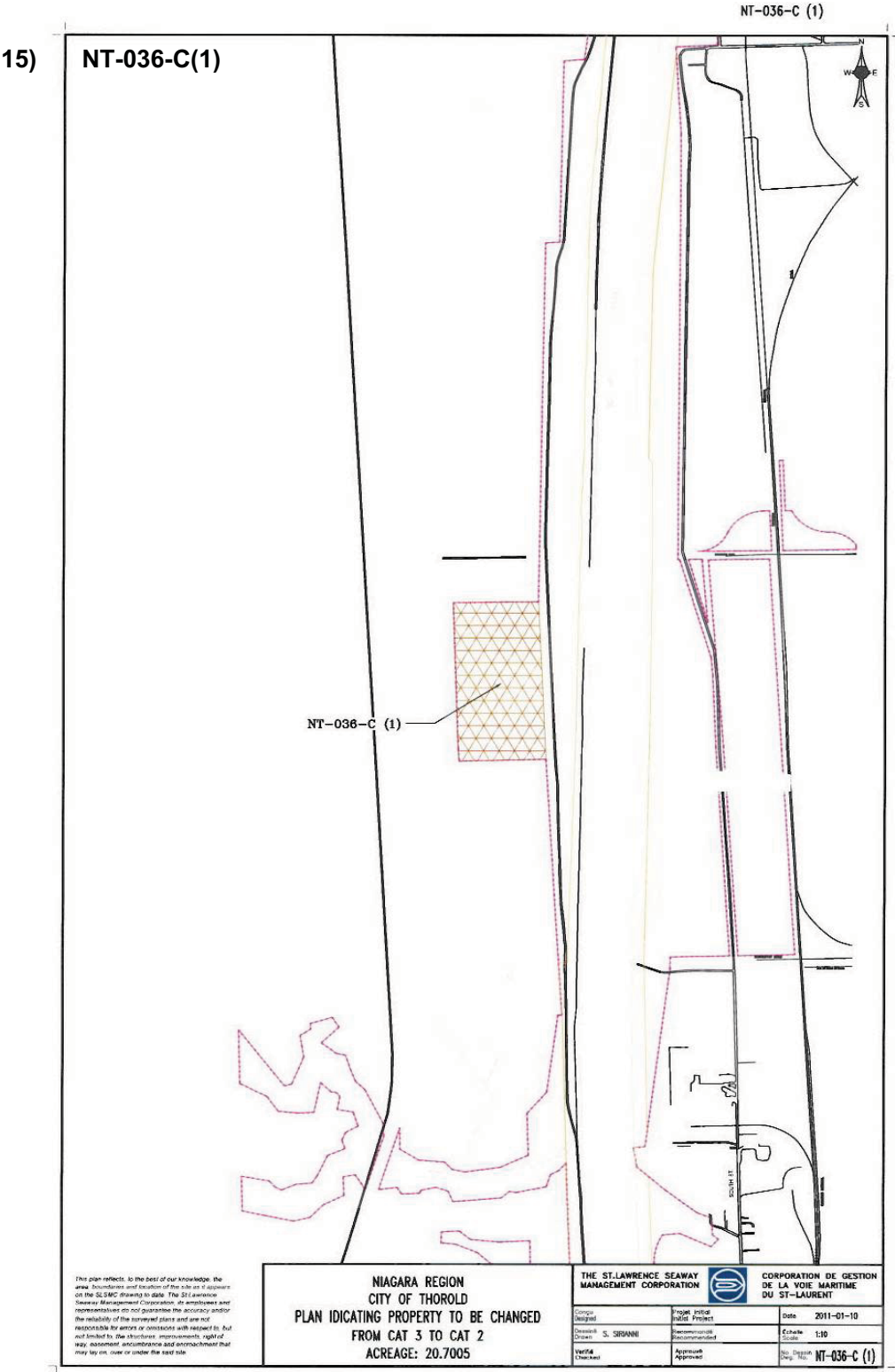
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KIN508
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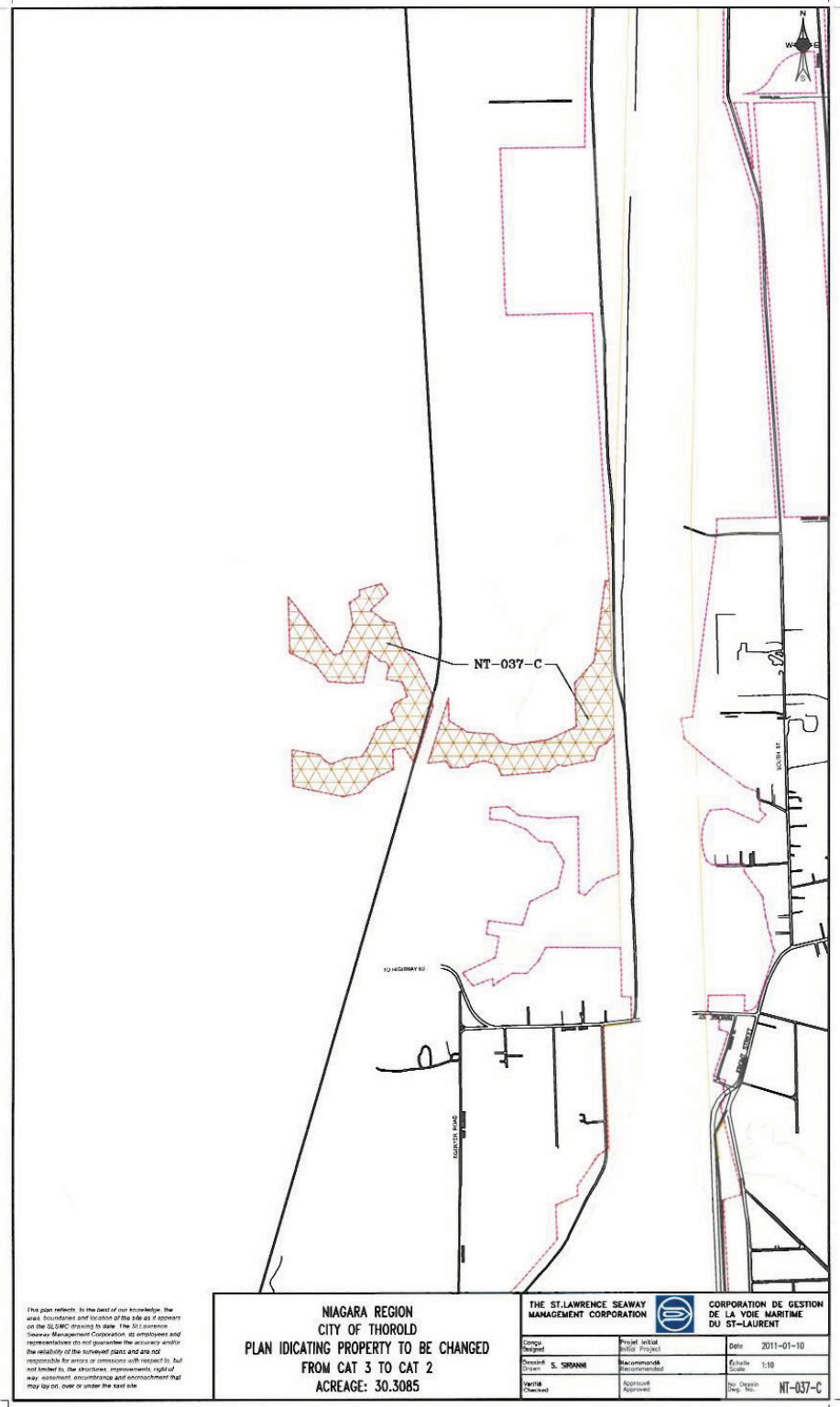
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File No. - N° du dossier
KIN-4-42182

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No/ N° VME

16) NT-037-C

NT-037-C



Solicitation No. - N° de l'invitation
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EQ421-15-1620

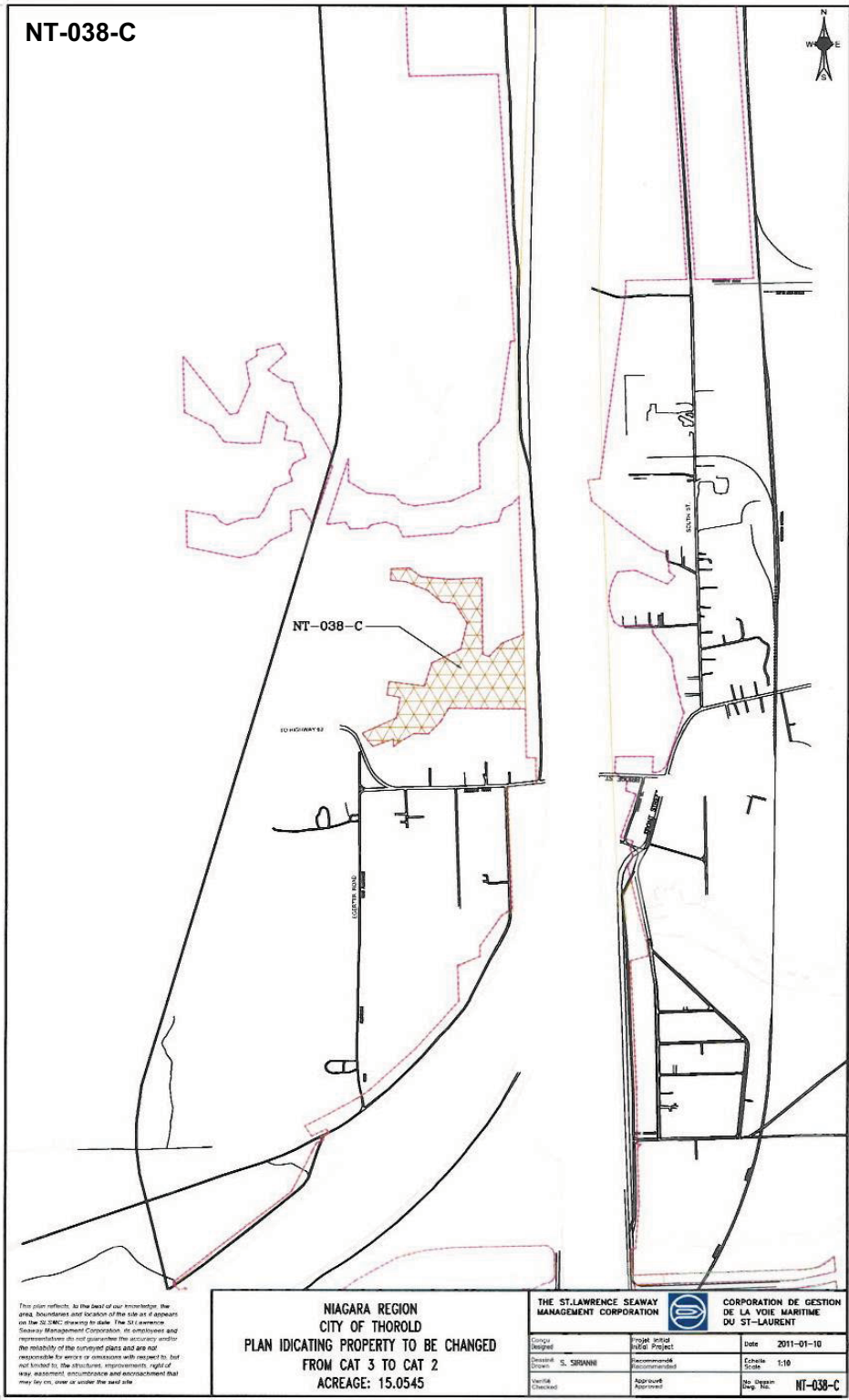
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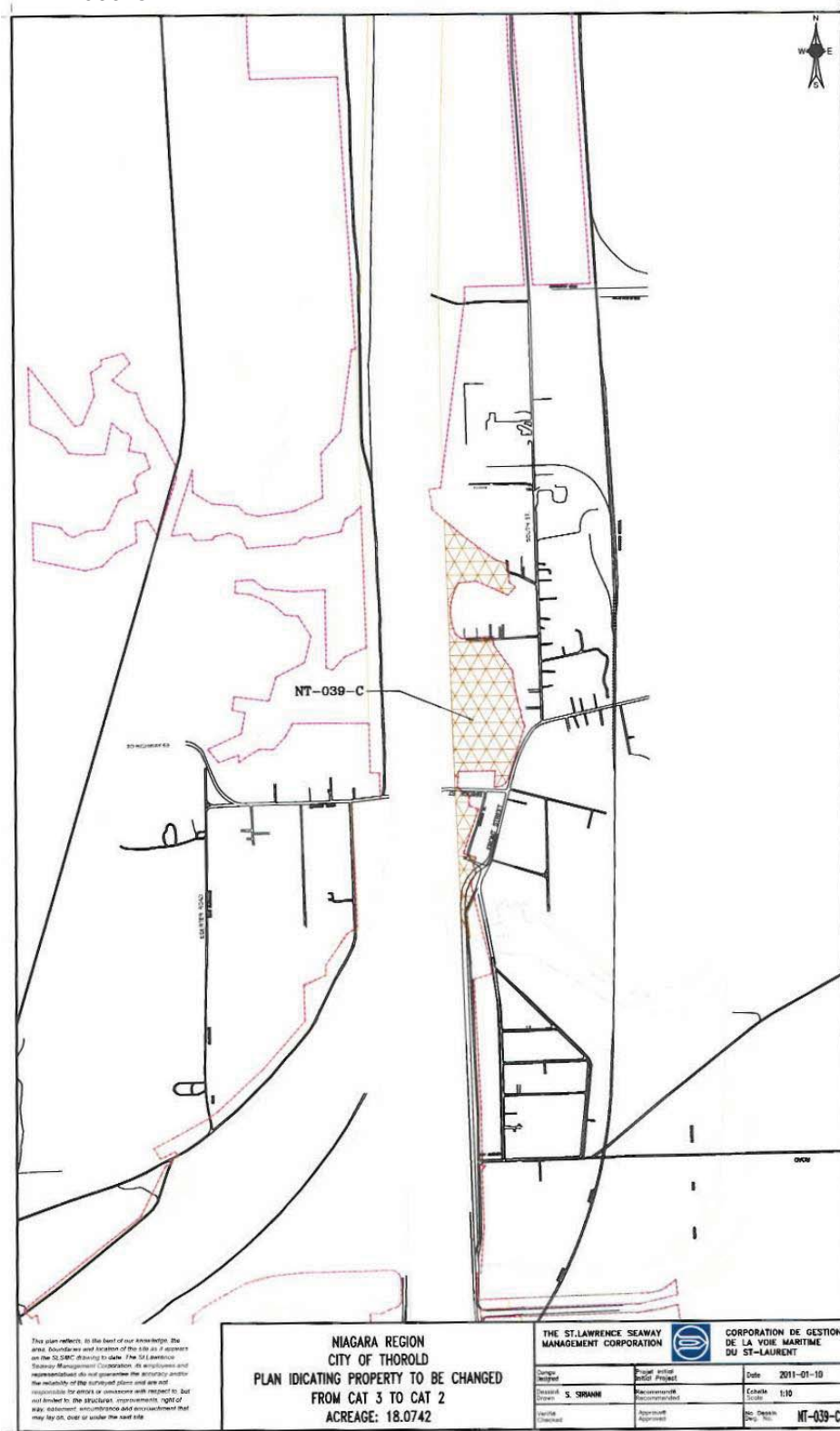
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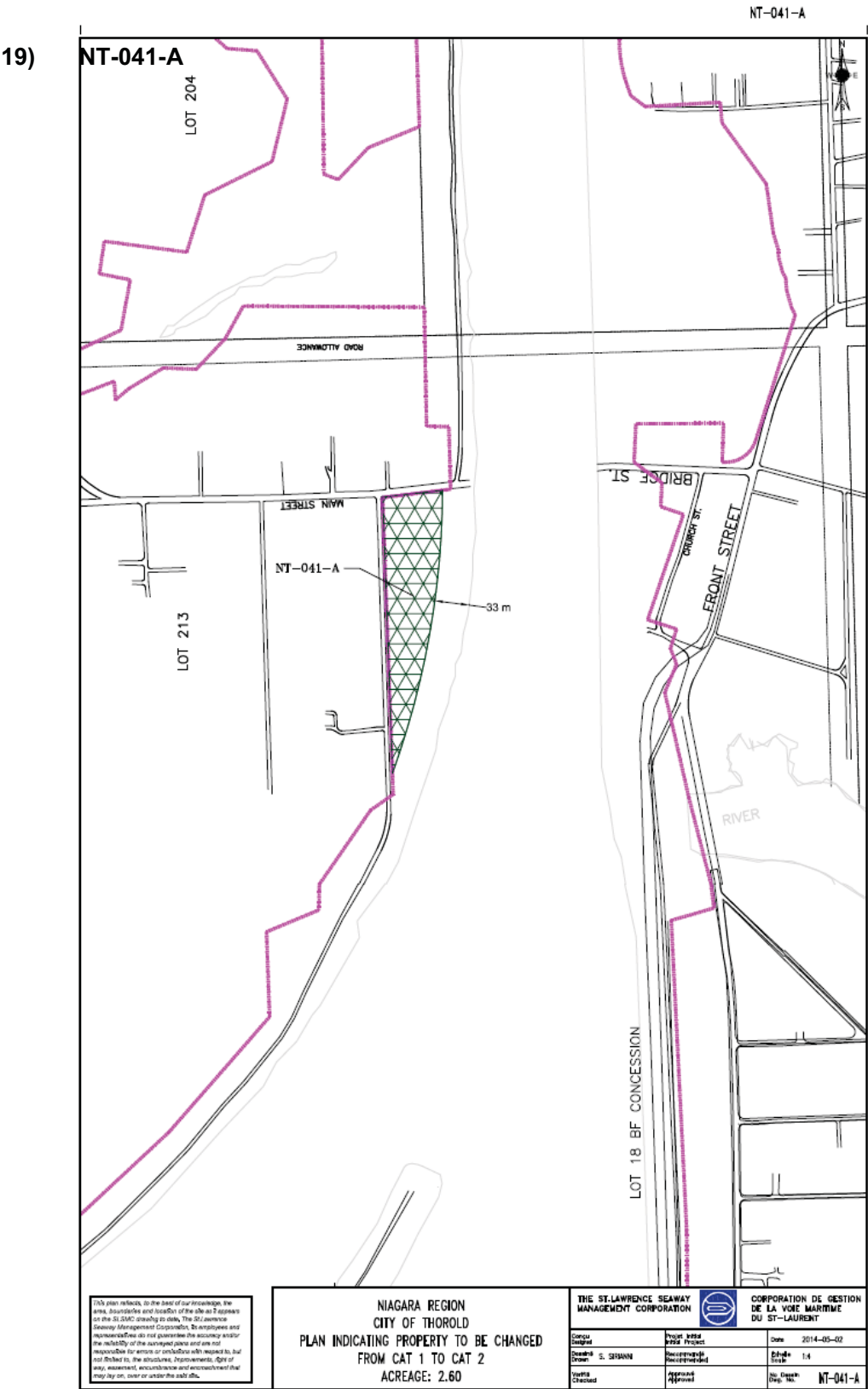
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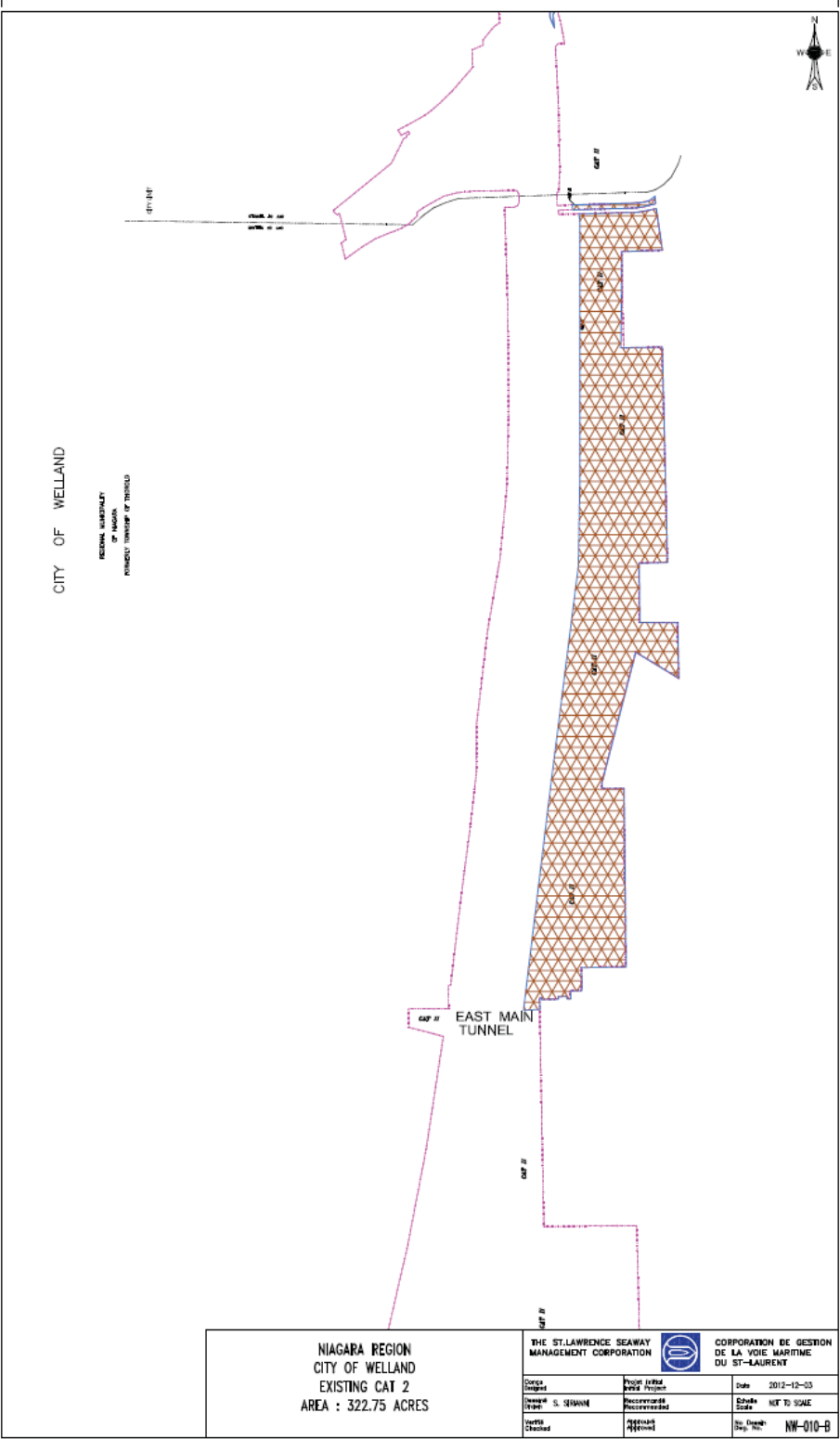
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File No. - N° du dossier
KIN-4-42182

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KIN508
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20) NW-010-B

NW-010-B



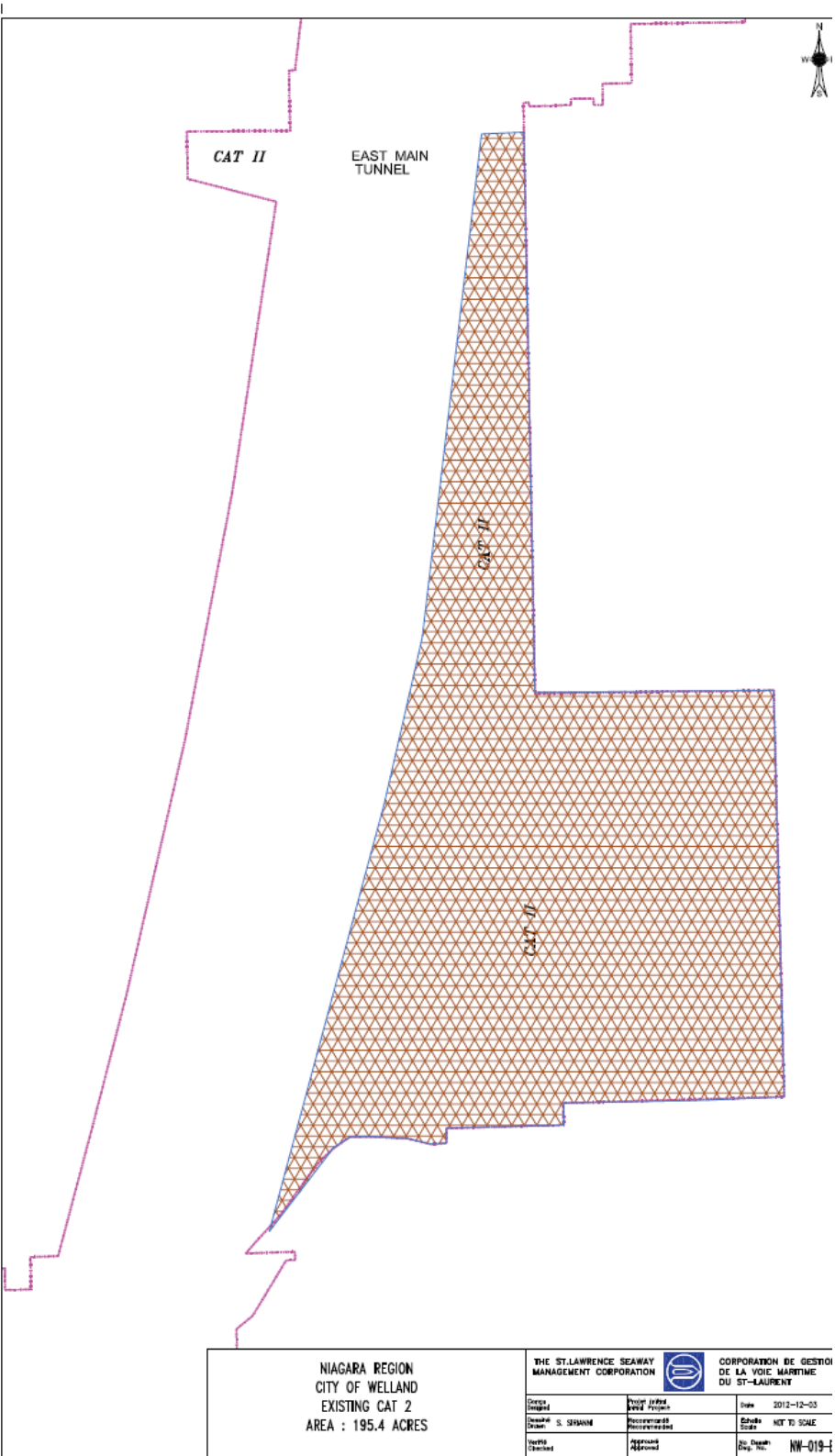
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File No. - N° du dossier
KIN-4-42182

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No/ N° VME

21) NW-019-B

NW-019-B



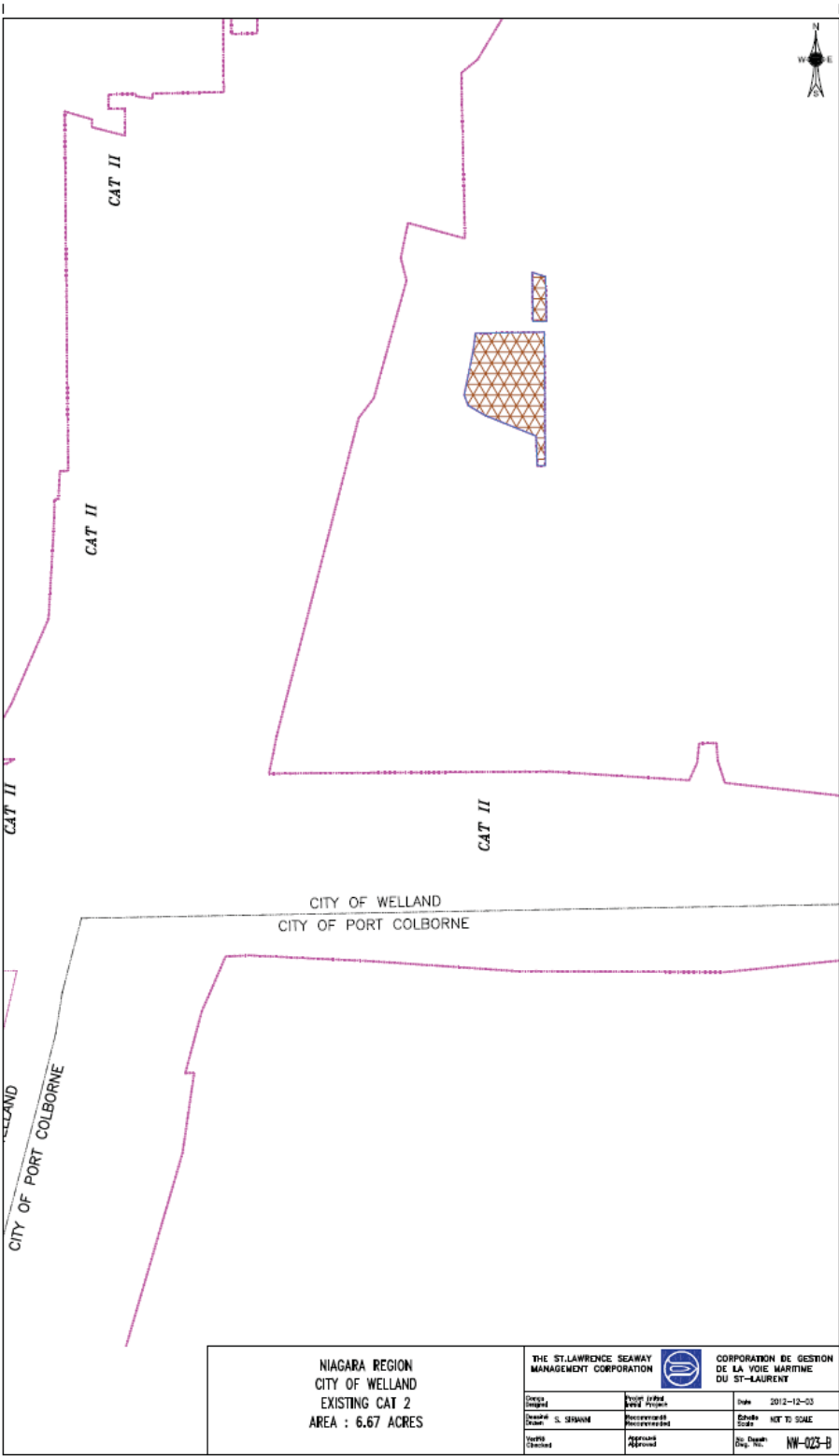
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File No. - N° du dossier
KIN-4-42182

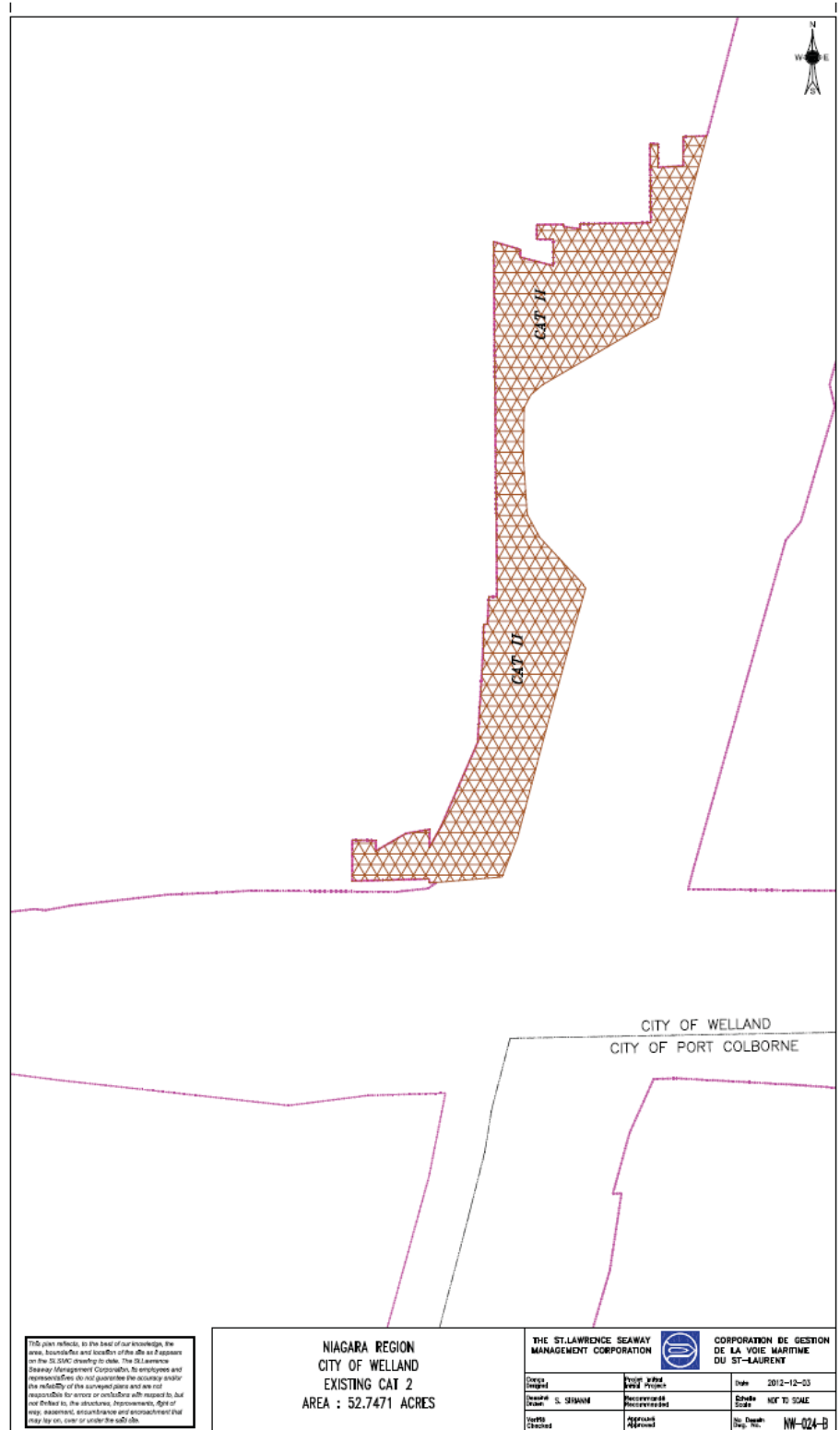
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KIN508
CCC No./N° CCC - FMS No/ N° VME

22) NW-023-B

NW-023-B



Buyer ID - Id de l'acheteur
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Annex "B", PRICING BASIS

Lot prices for each appraisal are firm, all-inclusive pricing in Canadian dollars, including but not limited to travel, living expenses, direct labour, overhead and profit. Applicable taxes are not to be included in the lot price and must be shown as a separate item on the invoices.

Parcel #1, Lot price: \$ _____

Parcel #2, Lot price: \$ _____

Parcel #3, Lot price: \$ _____

Parcel #4, Lot price: \$ _____

Parcel #5, Lot price: \$ _____

Parcel #6, Lot price: \$ _____

Parcel #7, Lot price: \$ _____

Parcel #8, Lot price: \$ _____

Parcel #9, Lot price: \$ _____

Parcel #10, Lot price: \$ _____

Parcel #11, Lot price: \$ _____

Parcel #12, Lot price: \$ _____

Parcel #13, Lot price: \$ _____

Parcel #14, Lot price: \$ _____

Parcel #15, Lot price: \$ _____

Parcel #16, Lot price: \$ _____

Parcel #17, Lot price: \$ _____

Parcel #18, Lot price: \$ _____

Parcel #19, Lot price: \$ _____

Parcel #20, Lot price: \$ _____

Parcel #21, Lot price: \$ _____

Parcel #22, Lot price: \$ _____

Parcel #23, Lot price: \$ _____

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Aggregate Price:

Financial Evaluation

Bidders must submit firm pricing in Canadian Funds for all parcels, with their bid at bid closing;

The Evaluated Price is the aggregate of all Lot Prices for Appraisal of Parcels#1 to #23.

ANNEX C, INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. If any subcontractors: Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- r. **Litigation Rights:** Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

- 2.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

- 2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 2.3 The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX D, TECHNICAL EVALUATION

1. Mandatory Technical Criteria

Proposals will be evaluated on the basis of mandatory requirements. Bidders must meet ALL of the mandatory requirements in order to be considered further. Failure on the part of the bidder to meet one (1) or more of the mandatory requirements will result in the proposal being deemed non-compliant and ineligible for further consideration or evaluation.

Bidders may propose the same projects for the Mandatory and Point Rated criteria.

Item	Mandatory Criteria	Page No. in Bidder's Proposal
1.1	The Bidder must insert numbers in all blank spaces in the Basis of Payment located in Annex "B". This must include Firm Labour Category Rate, estimated hours, and Pricing for Appraisals 1 to 23.	
1.2	The Bidder must propose one (1) accredited real estate appraiser as the Primary Consultant. The Bidder must provide the name, position and role of each proposed personnel that will provide assistance to the Primary Consultant.	
1.3	The Primary Consultant must be a fully accredited member in good standing with either the Appraisal Institute of Canada (AACI); or L'Ordre des évaluateurs agréés du Québec (ÉA). The Bidder must provide a statement confirming the Primary Consultant's and proposed personnel's (if applicable) membership standing with the Appraisal Institute of Canada or L'Ordre des évaluateurs agréés du Québec.	
1.4	The Primary Consultant must have a minimum of 60 months experience during the past 10 years (from the bid closing date). <u>in valuing similar properties (in terms of property types and/or Highest and Best Uses).</u> To support the Primary Consultant's experience the Bidder must provide a list of similar projects/appraisals completed by the Primary Consultant completed within the past 10 years, as of bid closing date. This requirement can be met with the response to Section 2.1 Each project must include the following: <ul style="list-style-type: none"> • A brief description of the projects(1 to 2 sentences each); • Property Address/location; • The name of client; • The role of the proposed Primary Consultant in the project; and • Duration of the project and the approximate end date (month and year). 	

2. Point Rated Criteria

Bidders must achieve a minimum of 600 points out of 1000 points to be considered responsive.

Generic Scoring Guide

Non Compliant	Extremely Poor	Very Poor	Weak	Just Acceptable	Average	Superior	Exceptional
0	1 - 10%	11 - 29%	30 - 49%	50 - 59%	60 - 74%	75 - 89%	90 - 100%
	Does not meet the requirement	Generally doesn't satisfy requirement	Lacks details	• Barely meets requirement	Satisfies requirement	More than Satisfies requirement	• Exceeds requirement
	Weaknesses can't be corrected	Generally doubtful that Weaknesses can be corrected	• Weaknesses can be corrected	• Weaknesses easy to correct	• No significant weaknesses	No apparent weaknesses	No weaknesses
	Proponent lacks qualifications and experience	Serious lapses in proponent's qualifications and experience	Proponent generally lacks qualifications and experience	• Proponent has minimum qualifications and experience	Proponent is qualified and experienced	• Proponent is well qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team missing key components and overall experience is poor	Team is weak - either missing component or overall experience is weak	• Team capable of just fulfilling requirements	Team covers all components and will likely meet requirements	Strong team - some members have previously worked together	Exceptional team - has worked well together before on comparable work
	• Sample projects not related to this project's needs	Sample projects mostly not related to this project's needs	Sample projects generally not related to this project's needs	• Sample projects somewhat related to this project's needs	Sample projects generally related to this project's needs	• Sample projects directly related to this project's needs	Took the lead in projects directly related to this project's needs
	• Unacceptable	Extremely poor, insufficient to meet performance requirements	• Little capability to meet performance requirements	• Minimum acceptable capability, should meet minimum performance	Average capability, should be adequate for effective results	Superior capability, should ensure effective results	• Exceptional capability, should ensure extremely effective results

Item	Point-Rated Technical Criteria	Scoring	Maximum Number of Points	Page Number in Bidder's Proposal
2.1	<p>The Primary Consultant should have experience in excess of 5 years or 60 months, as of the bid closing date, in valuing similar properties.</p> <p>In order to demonstrate experience in excess of 5 years or 60 months, the Bidder should provide a list of similar valuation projects that the Primary Consultant has completed during that time period.</p> <p>Each proposed project should contain the following information:</p> <ul style="list-style-type: none"> • A brief description of the projects (1 to 2 sentences).; • Property Address/location; • The name of client; • The role of the proposed Primary Consultant in the project; and • Duration of the project and the approximate end date (month and year). 	<p>More than 60 months to less than 72 months = 100 points</p> <p>72 months to less than 84 months = 120 points</p> <p>84 months to less than 96 months = 140 points</p> <p>96 months to less than 108 months = 160 points</p> <p>108 months to less than 120 months = 180 points</p> <p>120 months and/or more = 200 points</p>	200	

Item	Point-Rated Technical Criteria	Scoring	Maximum Number of Points	Page Number in Bidder's Proposal
2.2	<p>Geographic location of the Submitted Projects:</p> <p>The Primary Consultant should have local experience, in valuing similar properties.</p> <p>In order to demonstrate local experience, the Primary Consultant should provide a list of similar valuation projects completed within the subject region(s)/municipality(ies).</p> <p>Each project must include the following:</p> <ul style="list-style-type: none"> • A brief description of the projects (1 to 2 sentences).; • Property Address/location; • The name of client; • The role of the proposed Primary Consultant in the project; and • Duration of the project and the approximate end date (month and year). 	<p>20 points per project that is/are located within the subject region(s)/municipality(ies)</p>	100	

Item	Point-Rated Technical Criteria	Scoring	Maximum Number of Points	Page Number in Bidder's Proposal
2.3	<p>The Bidder should provide a clear description of their proposed approach and methodology in providing the services to PWGSC for the work described in Annex A, Statement of Work. The approach and methodology should reflect the Bidders understanding of the Work.</p> <p>The description will be evaluated to assess:</p> <p>1.The Bidder's approach/methodology to delivery of the services, including flexibility to adapt to a changing environment, fluctuating workloads and client requirements</p> <p>2. The Bidder's Work plan and Schedule for delivery of services (100 points maximum);</p> <p>3. Demonstrated understanding of the scope and objectives of the work ;</p>	Refer to generic scoring guide for section 2.3	<p>350</p> <p>100</p> <p>50</p>	

	Point-Rated Technical Criteria		Maximum Number of Points	Page Number in Bidder's Proposal
	<p>4. The Bidder's management structure and how this structure will contribute to the successful completion of the Work; and The Bidder must propose detailed resumes for each of the proposed personnel, including identification on how each will contribute towards the completion of the proposed work.</p>		100	
	<p>5. The Bidder's proposed quality control and risk management strategy including flexibility to adapt to a changing environment, fluctuating workloads and client requirements. (100 points maximum).</p>		100	
	Total Technical Score		1000	