

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338**

**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**

<b>Title - Sujet</b> Market Survey Report (MSR)	
<b>Solicitation No. - N° de l'invitation</b> EP721-151778/A	<b>Date</b> 2015-03-18
<b>Client Reference No. - N° de référence du client</b> PWGSC-EP721-151778	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-080-9420	
<b>File No. - N° de dossier</b> WPG-4-37299 (080)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-04-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Almonte, Cathleen	<b>Buyer Id - Id de l'acheteur</b> wpg080
<b>Telephone No. - N° de téléphone</b> (204) 984-6664 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

Solicitation No. - N° de l'invitation

EP721-151778/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg080

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

PWGSC-EP721-151778

File No. - N° du dossier

WPG-4-37299

CCC No./N° CCC - FMS No/ N° VME

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## MARKET SURVEY REPORT

### PART 1 - GENERAL INFORMATION

#### 1.1 Statement of Work

The Work to be performed is detailed under Article of the resulting contract clauses.

#### 1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 1.3 Trade Agreements

The requirement is subject to a preference for Canadian goods and/or services.

### PART 2 - BIDDER INSTRUCTIONS

#### 2.1 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>) 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.

#### 2.2 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.

#### 2.3 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

## **2.5 Applicable Laws**

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

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.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (4 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

### Section II: Financial Bid

- 3.1.1 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.

#### 3.1.2 Exchange Rate Fluctuation

[C3011T \(2010-01-11\)](#), Exchange Rate Fluctuation

#### 3.1.3 SACC Manual Clauses

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

**M1** The bidder must clearly demonstrate that the proposed resource has a minimum of 1 years experience in the last 5 years completing comprehensive real estate market surveys, in Nunavut North West Territories or the Yukon.  
The Bidder and its proposed resource should demonstrate using project descriptions which include:

- a) Project description
- b) Project time frame in date & total months (ex: Jan 2005 to Jan 2006 – 12 months)
- c) Objective and outcome of the project
- d) Name and description of client organization
- e) Name and phone number of client reference
- f) Scope and size in dollars
- g) Contribution of the proposed resource to the project

Note that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted **once**. For example, Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002. The total month of experience for these two referenced projects is seven (7) months. Bidders are encouraged to insert in brackets the exact numbers of months claimed for the cited project whose timeframe overlap with another project.

**Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the consultant(s) identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).

**M2** The bidder must clearly demonstrate that the proposed resource is a member in good standing of the Appraisal Institute of Canada (and possess the AACI designation) or l'Ordre des évaluateurs agréés du Québec (and possess the ÉA designation). The bidders name and designation must appear in their association's current directory of designated members.

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

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

##### 4.1.3 Agreement on Inuit Land Claims of Nunavut

Reference **Annex C**.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## 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.

### 5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

#### 5.1.1 Certifications 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 specified will render the bid non-responsive.

##### 5.1.1.1 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.

##### 5.1.1.2 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](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.

##### 5.1.1.3 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. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.1.1.4 Education and Experience

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

### 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.2.1 Canadian Content Certification

##### 5.1.2.1.1 SACC Manual clause A3050T (2014-11-27), Canadian Content Definition

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

**Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.**

The Bidder certifies that:

[ ] a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled TBD, dated TBD.

### 6.3 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>) issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

2010B (2014-09-25), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of award to 31 March 2016 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Cathleen Almonte, *B. Comm. (Hons.)*  
Supply Specialist  
Public Works and Government Services Canada  
Western Region  
Acquisitions Section  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone: (204) 984-6664 Facsimile: (204) 983-7796  
E-mail address: [cathleen.almonte@pwgsc-tpsgc.gc.ca](mailto:cathleen.almonte@pwgsc-tpsgc.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.

#### 6.5.2 Project Authority

The Project Authority for the Contract is: TBD

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.

#### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 6.6 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.

## **6.7 Payment**

### **6.7.1 Basis of Payment – Firm Lot Price**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for the cost of \$TBD. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **6.7.1.1 Limitation of Price**

*SACC Manual* Clause 6C000C (2011-05-16), Limitation of Price

#### **6.7.2 Single Payment**

*SACC Manual* clause H1000C (2008-05-12), Single Payment

#### **6.7.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit  
C0710C (2007-11-30), Time and Contract Price Verification  
B9028C (2007-05-25), Access to Facilities and Equipment  
G1005C (2008-05-12), Insurance  
A7017C (2008-02-12), Replacement of Specific Individuals

## **6.8 Invoicing Instructions**

1. 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;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.**

## **6.9 Certifications**

### **6.9.1 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.

#### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **6.9.3 SACC Manual Clauses**

A3060 (2008-05-12) Canadian Content Certification

#### **6.10 Applicable Laws**

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

#### **6.11 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 2010B (2014-09-25) General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work; et
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

#### **6.12 SACC Manual Clauses**

A9068C (2010-01-11) Government Site Regulations

#### **6.13 Liquidated Damages**

**NOTE: only applies to Contractors who commit to Nunavut Representation as detailed in Annex C**

1. The contractor acknowledges that:

- 1.1. the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2. pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

- 
- 1.2.1. The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- 1.2.2. The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
- 1.2.3. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):
- | COMMITMENT | ASSIGNED POINT |
|------------|----------------|
| 2.1        |                |
| 2.2        |                |
| 2.3        |                |
3. The contractor acknowledges that the "Nunavut Representations":
- 3.1. are covenants under this contract; and
- 3.2. each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
- 5.1. the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
- 5.2. The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

**ANNEX "A"**

**Statement of Work**

**Terms of Reference (November 2014)  
Update Market Survey Report for  
(Residential, Commercial and Industrial Space)  
Iqaluit, Cambridge Bay, Rankin Inlet, Nunavut**

**Project Specifications:**

**Background**

We have been asked by an internal client to undertake an update to the Market Survey Report (MSR) for the communities of Iqaluit, Cambridge Bay and Rankin Inlet.

The *purpose* of the reports are to estimate the lease rental range (for the various space/building types above), based on the most relevant market data under the following definition:

*Market Rent which may be defined as the rental income that a property would most probably command in the open market: indicated by current rents paid and asked for in comparable space as of the date of the appraisal/survey.*

The *function* of the reports are to assist PWGSC in negotiating/setting a fair market- based rent for current and future negotiations/transactions.

The information that our client is seeking is a comprehensive survey and analysis of various Residential, Commercial/Office and Industrial/Warehouse building/space.

Essentially,

**Residential:** Current rents/rates for the following residential unit types:

- Single Family Detached (SFD) of 2, 3 & 4 - Bedroom,
- Row Housing of 2, 3 & 4 - Bedroom,
- Apartments of 1, 2 & 3 - Bedroom,
- Rental rates for all the above are to be provided excluding utilities and furniture
- **Lease term: The rents are to be expressed on a monthly basis, but assuming a five year lease term - without escalations.**
- Typical operating/utilities costs for all the above by residential unit type and size (i.e.# of bedrooms) are to be provided separately, broken down by utility type, and expressed on a per sq. meter per year basis
  - Electricity;
  - Charges for the Supply of Water to the premises;
  - Charges for Sewer and garbage removal;
  - Charges for heating fuel for the premises
  - Other (as applicable)

**Important Note:** the apartments, row houses or single family detached must contain a **minimum** gross floor area per unit as follows:

One (1) bedroom.....65 m2  
Two (2) bedrooms.....85 m2

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Three (3) bedrooms.....115 m2  
Four (4) bedrooms.....130 m2

**Important Note:** the minimum number of buildings/units acceptable for inclusion in this Survey is as follows for each community location:

**Iqaluit:**

Single Family Dwellings

Three (3) bedroom SFD's – 18 units  
Four (4) bedrooms SFD's – 12 units

Row Housing

Minimum number of building complexes to be surveyed – 15  
(containing a minimum of 11- 2B/R, 124- 3B/R and 17- 4 B/R units)

Apartment Buildings

Minimum number of building complexes to be surveyed – 17  
(containing a minimum of 53 Bachelor, 305 – 1B/R, 250 – 2B/R, and 57- 3B/R units)

**Cambridge Bay**

Single Family Dwellings

Three (3) bedroom SFD's – 8 units  
Four (4) bedrooms SFD's – 2 units

Row Housing

Minimum number of building complexes to be surveyed – 15  
(containing a minimum of 5- 1B/R, 44 - 2B/R and 14 - 3 B/R units)

Apartment Buildings

Minimum number of building complexes to be surveyed – all available apartment style buildings in Cambridge Bay.

**Rankin Inlet**

Single Family Dwellings

Three (3) bedroom SFD's – 4 units  
Four (4) bedrooms SFD's – 1 units

Row Housing

Minimum number of building complexes to be surveyed – 15  
(containing a minimum of 3 - 1B/R, 20 - 2 B/R, 30 - 3 B/R, and 3 - 4 B/R units)

Apartment Buildings

Minimum number of building complexes to be surveyed – 5  
(containing a minimum of 12 Bachelor, 48 - 1B/R, 37 - 2B/R units)



In this exercise a **long version** comparables checklist (in the **exact** format provided in the file Long Form Market Data Comparables Checklist.xls) must be completed for each comparable Rental Housing Unit (RHU).

No modifications are to be made to the format of the spreadsheet, as it will be used to import the information into a database. The photograph .jpeg name must be inserted into the respective row.

Reference attached PDF titled, "Long Form Comparables"

The concluded rental ranges for each unit type and bedroom count will be presented based on age (new or newer units vs. older units) and by location within Iqaluit, based on the findings of the surveyed buildings/units, and by the appraisers' observations and judgment.

In addition, a discussion of the current market conditions, for each unit type, including, (but not limited to), the major players (owners and tenants), motivations, nuances in the market, and all other pertinent information (past and present) that impacts this segment of the market.

**Commercial/Office:** Current rates (per square meter) for the following commercial/office space types: (Class 'A', Class 'B' & Class 'C' Buildings for each community of Iqaluit, Cambridge Bay and Rankin Inlet)

- the Gross Effective Rental Rate,
- the Net Effective Rental Rate and
- the applicable Operating and Maintenance Costs and Taxes for the leased space based on the effective date and typical lease term specified.

Note: the requested rates should not be based on a particular building, but rather on general market rates (range) for the building class type and specified lease term.

The concluded rental rate range should be based on a 5 year lease term.

**Important Note:** the minimum number of buildings acceptable for inclusion in this Survey is as follows for each community:

### **Iqaluit**

#### **Office Buildings/Space**

Minimum number of building complexes to be surveyed - 16  
(a representative survey of Class 'A', 'B' and "C" office space is expected)

### **Cambridge Bay**

#### **Office Buildings/Space**

Minimum number of building complexes to be surveyed – 8  
(a representative survey of Class 'A', 'B' and "C" office space is expected)

### **Rankin Inlet**

#### **Office Buildings/Space**

Minimum number of building complexes to be surveyed - 13  
(a representative survey of Class 'A', 'B' and "C" office space is expected)

The concluded rental ranges for each office space type ('A', 'B' and 'C') will be presented based on age (new or newer space vs. older space) and by location within each respective community, based on the findings of the surveyed buildings/office space, and by the appraisers observations and judgment.

In addition, a discussion of the current market conditions, for each unit type, including, (but not limited to), the major players (owners and tenants), motivations, nuances in the market, and all other pertinent information (past and present) that impacts this segment of the market.

**Industrial/Warehouse:** Current rates (per square meter) for the following industrial/warehouse space types: (Class 'A' Class 'B' & Class 'C' Buildings in Iqaluit)

- the Gross Effective Rental Rate,
- the Net Effective Rental Rate and
- the applicable Operating and Maintenance Costs and Taxes for the leased space based on the effective date and typical term specified.

Note: the requested rates should not be based on a particular building, but rather on general market rates (range) for the building class type and specified lease term.

The concluded rental rate range should be based on a 5 year lease term.

**Important Note:** the minimum number of buildings acceptable for inclusion in this Survey is as follows for each community:

#### ***Iqaluit***

##### Warehouse Buildings/Space

Minimum number of building complexes to be surveyed - 7

The concluded rental ranges for each warehouse type ('A', 'B' and 'C') will be presented based on age (new or newer space vs. older space) and by location within Iqaluit, based on the findings of the surveyed buildings/warehouse space, and by the appraisers observations and judgment.

In addition, a discussion of the current market conditions, for each unit type, including, (but not limited to), the major players (owners and tenants), motivations, nuances in the market, and all other pertinent information (past and present) that impacts this segment of the market.

The Survey is comprehensive in that it requires an on-site visit to all three communities of Iqaluit, Cambridge Bay and Rankin Inlet with photos and a description of all the surveyed buildings (residential, commercial and industrial), and a conclusion as to 'typical'\*\* market rents/rates, utility /operating costs, taxes, etc. (ranges) for all the building types in each community of Iqaluit, Cambridge Bay and Rankin Inlet, based on the 'comparables' that are identified and presented in the survey.

\*\* [Based on age (new or newer space vs. older space) and by location within each community of Iqaluit, Cambridge Bay and Rankin Inlet based on the findings of the various surveyed buildings (residential, commercial and Industrial), and the appraisers observations, analysis, and judgment].

Previously completed Surveys for Iqaluit, provided a high percentage of the total local 'universe' for all three types (Residential, Commercial/Office and Industrial/ Warehouse).

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## **Parking – all building types**

### **Iqaluit Only**

The prevalence of paid parking appears to be on the rise in Iqaluit for all three types of buildings (Residential, Commercial/Office and Industrial/Warehouse building/space). The appraiser is to collect and analyze costs/rates for parking associated with all three building types.

The discussion will include the prevalence of paid parking, locations within Iqaluit (i.e. only downtown?), year round or only seasonal (winter – plug-in parking - # of months), and the parking rates (per month) that are being charged (as applicable).

### **Survey Report-Format/Contents:**

The appraiser will provide a current, summary market overview, and how it impacts all three building/space types in each respective community of Iqaluit, Cambridge Bay and Rankin Inlet.

Each 'comparable' (for all three building/space types - as applicable) identified in the survey will contain the following information: (one page for each comparable)

- Address, legal description, year built, exterior picture of the building, brief location/neighbourhood description, brief building description /general condition, tenant(s) (if available), assessment and taxes, rental area (m2), vacant space (if available), rental rate, and lease term/expiry.

A summary chart for each building/unit type including all the 'comparables' identified and included in the survey is also required. The summary chart will include:

**Residential:** Comparable/Index number, address, type (i.e. row), #of bedrooms, size (m2), rent /month, rent per m2.

**Commercial/Industrial:** Comparable/Index number, address, type, building class, size (m2), rent per m2, O&M /m2, lease characteristics - summary, lease type (i.e. triple net)

### **Additional Survey Requirements - Projected/Forecast Rents/Rates and Expenses**

In addition to current market conditions, we also require your projections/forecast, as to future market conditions. This forecast will be presented in a separate section of the Survey Report, (to avoid any confusion) for the foreseeable future, (one year) based on the appraiser's knowledge of the local market in the communities of Iqaluit, Cambridge Bay and Rankin Inlet. For example, public and private sector announcements (recent or expected) policies, new funding, new initiatives, inflationary/deflationary pressures, vacancy rates, demand, etc., that will (or may) impact the local residential, commercial, and industrial markets in the Survey.

The data collected will include:

- Current availability (i.e. vacant or upcoming lease expiry) for residential, commercial, and industrial space and their asking rents/rates,
- Current and projected vacancy rates,
- Current and projected operating expenses,
- Current and projected/anticipated supply and demand changes for residential, commercial, and industrial space,

Based on all the above, we are asking for:

- A discussion and projection/forecast of expected increases/decreases in rents/rates and expenses for all three building types [residential - (by type and number of bedrooms),

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commercial, and industrial] for each respective community of Iqaluit, Cambridge Bay and Rankin Inlet. **The projection/ forecast timeframe is to be one year from the effective date of the Survey.**

### **Deliverables**

The Market Survey Report will include a separate report for each community: Iqaluit, Cambridge Bay and Rankin Inlet.

The effective date of the survey should be a specified date, (i.e. as of the date of the inspection)

The appraiser will provide a report as defined by PWGSC Guidelines -1B5 Valuation Program Products in Support of Leasing/Letting Activities. The Guidelines can be found at the following link:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/vltm/1b5-eng.html#app2>

The appraiser will provide a ***draft report*** for review purposes to the Valuation Program prior to finalizing the report. This draft report must be submitted to the Valuation Program **no later than 10 weeks after contact award.**

The appraiser will e-mail an electronic copy of the ***draft*** report(s) to the Project Authority, for review and acceptance by PWGSC.

The appraiser must provide adequate response and/or revision to the Valuation Program in respect to any ambiguities, contradictions, concerns or issues that may arise as a result of the review of the completed draft report undertaken by the Valuation Program, Public Works and Government Services Canada.

Upon acceptance by PWGSC of the report(s) including any necessary revisions, one electronic copy (in PDF format) of the ***finalized*** (signed) report is to be delivered to the Project Authority at PWGSC.

The appraisal report must be completed and signed by a member in good standing of the Appraisal Institute of Canada (AACI) or l'Ordre des évaluateurs agréés du Québec (ÉA). Accordingly, the report must comply with the standards of the member's association.

Solicitation No. - N° de l'invitation  
EP721-151778/A  
Client Ref. No. - N° de réf. du client  
EP721-151778

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-4-37299

Buyer ID - Id de l'acheteur  
wpg080  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "B"**

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**Basis of Payment**

It is **MANDATORY** that Bidders submit a firm all inclusive rate for the proposed resource for the contract period. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Rates quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Firm Unit Pricing, GST (if applicable) Extra				
Item No.	Description	Qty.	Unit of Issue	Firm All Inclusive Rate
1	Firm all inclusive rate for the proposed resource.  Name of Resource:_____:	1	lot	\$

## ANNEX "C"

### **Agreement on Inuit Land Claims of Nunavut**

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#### **Nunavut Land Claims Agreement (1993)**

<http://www.aadnc-aandc.gc.ca/eng/1100100030601/1100100030602>

The requirements of the **Nunavut Land Claims Agreement** (NLCA) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

#### **Contractor Selection**

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

#### **Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Nunavut Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	EVIDENCE OF CONFORMANCE
<p>The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area.</p> <p><b>Available Percent Discount:</b> 1 point = reduction of 1%</p>	<p><b>Head Office (if applicable):</b> Address: _____ _____ _____ Telephone: _____ Facsimile: _____</p> <p><b>Administrative Office (if applicable):</b> Address: _____ _____ _____ Telephone: _____ Facsimile: _____</p> <p><b>Other Facilities (if applicable):</b> Address: _____ _____ _____ Telephone: _____ Facsimile: _____</p>
<p>The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.</p> <p><b>Available Percent Discount:</b> 3 points = reduction of 3%</p> <p>Points will be assigned based on the following (one point for each item):</p> <p>a) Details on the work to be carried out for each position proposed to be filled by an Inuit person. b) Strategies for recruitment of Inuit persons. c) Strategies for retention of Inuit persons.</p>	<p>Reference page and paragraph in Technical Proposal that addresses each item.</p> <p>a) _____</p> <p>b) _____</p> <p>c) _____</p>
<p>Use of suppliers and identification of goods/services to be provided by Inuit firms, together with an estimate of the value of the goods/services.</p> <p><b>Available Percent Discount:</b> 2 points = reduction of 2%</p>	<p>Name of the supplier(s) that are Inuit or Inuit firm(s) to be used in this contract:</p> <p>• _____ • _____ • _____</p>

Solicitation No. - N° de l'invitation  
EP721-151778/A  
Client Ref. No. - N° de réf. du client  
EP721-151778

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-4-37299

Buyer ID - Id de l'acheteur  
wpg080  
CCC No./N° CCC - FMS No./N° VME

	<ul style="list-style-type: none"><li>▪ _____</li><li>▪ _____</li></ul> <p>Estimate of the value of the goods/services:</p> <p>_____</p>
<p>The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.</p> <p><b>Available Percent Discount:</b> 4 points = reduction of 4%</p> <p>Points will be assigned based on the following (one point for each item):</p> <ul style="list-style-type: none"><li>a) Details of Apprenticeship program(s).</li><li>b) Strategies for involving the use of College program(s) (e.g. the Nunavut Arctic College).</li><li>c) Details regarding on-the-job training.</li><li>d) Details of In-house training programs.</li></ul>	<p>Reference page and paragraph in Technical Proposal that addresses each item.</p> <ul style="list-style-type: none"><li>a) _____</li><li>b) _____</li><li>c) _____</li><li>d) _____</li></ul>
<b>TOTAL POSSIBLE POINTS</b>	10 points = reduction of 10%

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated      Telephone #: (867) 645-3199  
P.O. Box 280      Facsimile #: (867) 645-3452  
Rankin Inlet, N.W.T. X0C 0G0

#### Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.



The Minister reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Nunavut Representations" to evaluate bids; and
- b) the "Nunavut Representations" shall become covenants under any contract(s) resulting from this solicitation.

### **NLCA - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

PSLA Checklist for Comparable Properties	Property 1
Address	
Postal Code	
Community	
Province	
Year Constructed	
Source of Information	
Lot Size (Dimensions in metres)	
Housing Form	
Housing Type	
Total Living Area (m <sup>2</sup> )	
# 4-pc Baths	
# 3-pc Baths	
# 2-pc Baths	
# Bedrooms	
# Decks / patios	
# Fireplaces	
Parking Type	
Property Condition	
Neighbourhood Condition	
Monthly Rent	
Annual Rent	
Lease Status	

<b>Amenities</b>	
Updated Kitchen	
If yes, provide details of updates, including year completed, if known.	
Updated Bathrooms	
If yes, provide details of updates, including year completed, if known.	
Updated Doors / Windows	
If yes, provide details of updates, including year completed, if known.	
Updated Exterior / Insulation	
If yes, provide details of updates, including year completed, if known.	
Updated Heating	
If yes, provide details of updates, including year completed, if known.	
Updated Electrical	
If yes, provide details of updates, including year completed, if known.	
<b>Appliances Included</b>	
Fridge	
Stove	
Washer	

Dryer	
Dishwasher	
Other	
Additional Comments	
Photo Name	
Current Property Assessment	
Taxes	

[illegible]

[illegible]

[illegible]

[illegible]



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