

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**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> Appraisal Services, Kapyong Barrack	
<b>Solicitation No. - N° de l'invitation</b> EP721-152384/A	<b>Date</b> 2015-05-06
<b>Client Reference No. - N° de référence du client</b> PWGSC EP721-152384	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-014-10436	
<b>File No. - N° de dossier</b> EDM-4-37294 (014)	<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 2015-05-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lau (EDM), Chris	<b>Buyer Id - Id de l'acheteur</b> edm014
<b>Telephone No. - N° de téléphone</b> (780) 497-3981 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<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**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<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>

Solicitation No. - N° de l'invitation

EP721-152384/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-4-37294

Buyer ID - Id de l'acheteur

edm014

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

PWGSC EP721-152384

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

Public Works and Government Services Canada (PWGSC) requires one possibly two appraisal reports on the Kapyong Barracks property located at Kenaston Boulevard and Taylor Avenue in Winnipeg Manitoba.

The purpose of first appraisal is to estimate the current market value of the fee simple interest in the holding based on highest and best use, assuming an unconditional sale of the entire site to one purchaser before the road widening of Kenaston Boulevard.

If required, the purpose of the second self contained appraisal report would be to estimate the value of subject Kapyong lands required for partial taking, including compensation for damages or injurious affection in accordance with the principles of the Manitoba Expropriation Act. The function of appraisal is for Department of National Defence to direct negotiate with the City of Winnipeg. However, as the road alignment is still not finalized, the second report would be on an "as and when" required basis.

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is limited to 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 (2014-09-26) 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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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

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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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](#).

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## Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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 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.

### 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 Manitoba.

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 Offer (1 hard copy)

Section II: Financial Offer (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. 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**

#### **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**

Mandatory and point rated technical evaluation criteria are included in Annex "C"

#### **4.1.2 Financial Evaluation**

The total evaluated price is determined by adding the firm lot price for appraisal services as defined in the Statement of Work – Annex “A” to the firm lot price for appraisal services for partial taking.

#### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation 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**

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.

##### **5.1.1 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.

##### **5.1.2 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.

##### **5.1.3 Additional Certifications Precedent to Contract Award**

###### **5.1.3.1 Canadian Content Certification**

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This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.1.3.1.1** SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition

### **5.1.3.2 Status and Availability of Resources**

**5.1.3.2.1** SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

### **5.1.3.4 Education and Experience**

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

## **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".

### **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) (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 Work is to be performed during the period of \_\_\_\_\_ (*fill in start date of the work*) to \_\_\_\_\_ (*fill in end date of the work*).

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Christopher Lau

Solicitation No. - N° de l'invitation  
EP721-152384/A  
Client Ref. No. - N° de réf. du client  
PWGSC EP721-152384

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File No. - N° du dossier  
EDM-4-37294

Buyer ID - Id de l'acheteur  
edm014  
CCC No./N° CCC - FMS No./N° VME

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Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 10025 Jasper Ave., 5th Floor, Edmonton, AB T5J1S6

Telephone: 780-497-3981  
Facsimile: 780-497-3510  
E-mail address: christopher.lau@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.

### 6.5.2 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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

#### **6.7.2 SACC Manual Clauses**

SACC Manual clause [H1000C \(2008-05-12\), Single Payment](#)  
SACC Manual clause [A9117C \(2007-11-30\), T1204 - Direct Request by Customer Department](#)

#### **6.8 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.

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.

#### **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 SACC Manual Clauses**

SACC Manual Clauses [A3060C \(2008-05-12\)](#), 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 Manitoba.

#### **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;
- (d) Annex "B", Basis of Payment;
- (e) Annex "D", Insurance Requirement;
- (f) the Contractor's bid dated \_\_\_\_\_

### **6.13 SACC Manual Clauses**

SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

### **6.14 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex “D”. 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

**Appraisal of Kapyong Barracks Property  
Winnipeg, Manitoba  
Project No: R.064268.001**

#### Background:

Public Works and Government Services Canada (PWGSC) requires one possibly two appraisal reports on the Kapyong Barracks property located at Kenaston Boulevard and Taylor Avenue in Winnipeg Manitoba.

The purpose of first appraisal is to estimate the current market value of the fee simple interest in the holding based on highest and best use, assuming an unconditional sale of the entire site to one purchaser before the road widening of Kenaston Boulevard.

If required, the purpose of the second self contained appraisal report would be to estimate the value of subject Kapyong lands required for partial taking, including compensation for damages or injurious affection in accordance with the principles of the Manitoba Expropriation Act. The function of appraisal is for Department of National Defence to direct negotiate with the City of Winnipeg. However, as the road alignment is still not finalized, the second report would be on an "as and when" required basis.

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 is being commissioned on behalf of the Department of National Defence (DND). The property is 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.

The intended uses of the appraisals are as follows:

1. To use the estimate of value for the parcel of land known as the Kapyong Barracks Lands that is under consideration for sale to CLC.
2. To use the estimate the value of lands that is required in a partial taking for the widening for Kenaston Boulevard for negotiation.

#### Brief Description of the Property

The subject property, known as Kapyong Barracks, is a 64.681 hectare site that had been developed as a military barracks and service installation (17 Wing Construction Engineering Squadron-South Site) that has been vacant for several years.

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edm014  
CCC No./N° CCC - FMS No./N° VME



Legal Description:

Lots 1 to 5 Plan 19191 WLTO excluding Taylor Avenue Plan 25063 WLTO for Lots 1 and 2 in River Lot 60 to 63 Parish of St. Boniface and in River Lot 1 to 4 Parish of St. Charles.

Assessment Roll #:

12074490400  
12074491400  
12074492500

Heritage Building:

Only one structure - Building 8 (Drill Hall), which is designated as "Recognized" by the Federal Heritage Building Review Office (FHBRO). It is the only building that DND may be protecting as part of the intended sale to CLC.. The balance of the structures on the site have, not been designated by FHBRO and are reported to be in poor condition as they have been boarded up for several years, without heat and power.

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## **Background Available Information for Kapyong**

The following relevant information is available for the Kapyong appraisal report:

- Federal Heritage Buildings Review Office (FHBRO)
- Heritage Character Statement – B8 Drill Hall(Korea Hall), August 16, 2004
- Environmental Reports
- Building Condition Assessments issued September 9, 2011 and Hazardous Material Surveys September 9, 2011 are available for most buildings as well as a summary of the structures and sizes are available.

## **Appraisal Requirement For Kapyong Barracks Land**

The appraisal report is to encompass an estimate of market value as of the inspection date based on the highest and best use. All factors influencing value, such as land use regulations, development potential, municipal planning issues, economic factors, physical factors and location must be considered and discussed in the report. The consideration of supply and demand factors, absorption and market conditions require careful market analysis to arrive at the reasonable and probably land use and value conclusions. The appraiser must also address in the highest and best use analysis section of the report if the premise of “as-is, where is” impacts on the valuation of the subject.

Due to the foregoing critical issues, a preliminary draft report will be required addressing the facts, critical assumptions, and analysis including highest and best use and valuation methodology to be used. The draft report is not to include the valuation. It is intended for review by PWGSC, in consultation with DND and CLC, to ensure that the appraiser has addressed all factual information relevant to the valuation. It is during the preliminary report stage that DND and CLC are responsible for contributing any additional information for consideration by the appraiser and for vetting the facts used in the preliminary report.

Subsequent to the review/consultation process related to the preliminary draft report, any inconsistencies regarding the facts, critical assumptions, missing information or other relevant issues will be identified for the appraisers consideration. This information will be disclosed in writing by the Regional Manager of Appraisals for PWGSC. Depending on the extent of the review comments, a revised preliminary report may be requested. The appraiser should not proceed with the valuation until the preliminary report has been accepted by PWGSC, as satisfactory.

The appraisal will be subjected to intense scrutiny and should be well documented, with all information verified, wherever possible. In this regard, a draft of the final report is to be submitted to the PWGSC Regional Manager of Appraisals for acceptance, prior to finalizing the report.

The valuation should encompass all pertinent approaches to market value, including the Direct Comparison and Development Approaches. Analysis of comparable site transactions and other market activity can be completed on a quantitative and/or qualitative basis. If additional analysis is required to quantify unique locational or land use characteristics, the sub-category data and analysis must be included in the report. Development scenarios, costing and land use capability should be based on qualified information sources which the appraiser should cite to complete the development approach on a fully informed basis.

The redevelopment potential of the property may be negatively impacted by the existing improvements, therefore the valuation must quantify the probable net affect on value of the existing improvements, adjusting for the anticipated cost of demolition. In addition it has been reported that there is environmental contamination on the site. The extent and cost of clean-up has not been fully quantified.

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However, the appraiser must include whatever information is available, and state the extraordinary assumption that the value estimate does not include the cost of remediation.

The estimates of value for subject Kapyong Barracks lands are as follows:

1. Estimate of Value of the Kapyong Barracks lands before the road widening of Kenaston Boulevard. (See Appendix A)
2. On an "as and when" basis an estimate of Value after the proposed partial taking for Kenaston Boulevard (See Appendix B)

### **Appraisal Requirement for Partial Taking (As and When Required)**

The report for partial taking is to estimate the market value for the lands required for the Kenaston Boulevard widening, as of the inspection date. Any damages or injurious affection caused by the taking should also be quantified in the report. A preliminary sketch plan of the partial taking is attached. (See Appendix B) Please note that this alignment is approximate as the requirement has not been finalized by the City of Winnipeg.

### **APPRAISAL STANDARDS**

One copy of a draft report is to be submitted for review to the Technical Authority and is to be completed in the accordance with the Appraisal Guidelines for a Self Contained Appraisal Report (Narrative Report) 1B1 prepared by PWGSC. Two copies of the final report and one electronic copy in a "pdf" file format are required

Copies of the guidelines are available at:

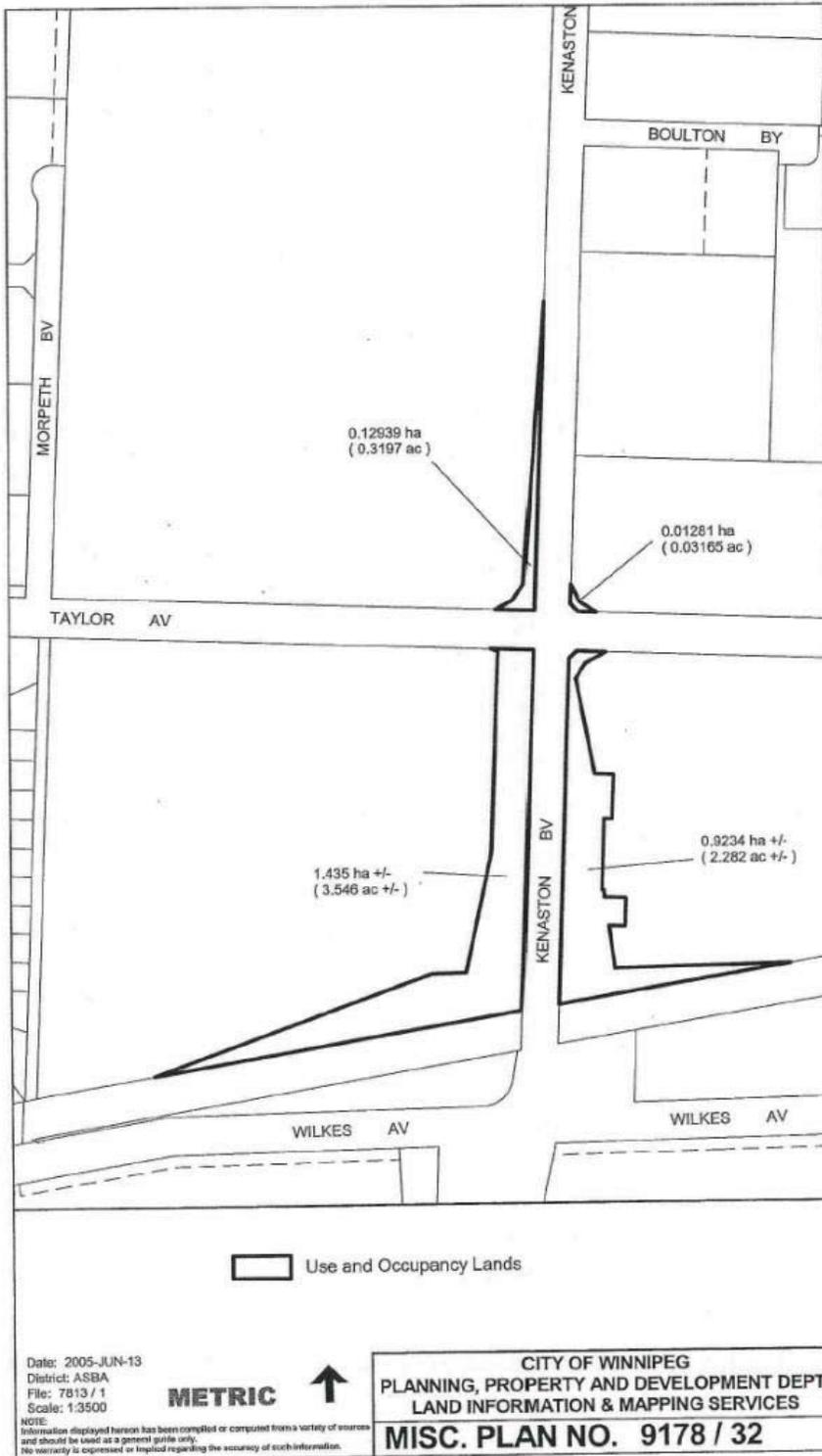
<http://www.tpsgc-pwgsc.gc.ca/biens-property/vlt/1b1-eng.html>

### **CLIENT:**

PWGSC's Acquisition Branch is the Contracting Authority, whereas the Technical Authority, who will be in receipt of the report is the Valuation Program of PWGSC on behalf of the Department of National Defence. The use of the report is to be restricted to the Federal Government, unless written authorization is obtained from both the Chief Appraiser or designate, and the appraiser responsible for the report.



APPENDIX "B" KENASTON WIDENING SKETCH



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## ANNEX "B"

### BASIS OF PAYMENT

- Prices quoted are to remain firm for the duration of the Contract.
- Prices are inclusive of ALL costs required to do the Work (including but not limited to: labour, equipment, fuel, materials, travel, accommodation, etc.) and are firm for the period of the Contract.
- FOB Destination for all deliverables / reports.
- Prices quoted do not include GST/HST. However, GST/HST will be added as a separate item on any invoices issued against this Contract.

Item	Description	Unit	Firm Price (CAD)
1.	Firm Lot Price for Appraisal Services as defined in the Statement of Work - Annex A	1 Lot	\$ _____
2	Firm Lot Price For Appraisal Services for Partial Taking	1 Lot	\$ _____
<b>Total Firm Price (CAD)</b>			<b>\$ _____</b>

**ANNEX "C"**

**MANDATORY CRITERIA, EVALUATION CRITERIA AND SELECTION METHOD**

**1. MANDATORY CRITERIA**

**1.1 Mandatory Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your submission non-compliant and given no further consideration. Please provide a resume to demonstrate adherence to the following mandatory requirements at solicitation closing.

a) Education: Must have an appraisal designation as an Accredited Appraiser of the Canadian Institute (AACI) or equivalent real estate appraisal designation such as Order of Chartered Appraisers of Quebec (ÉA designation) Royal Institute of Chartered Surveyors (MRICS) or Appraisal Institute (MAI). (Other than members of the AIC or the Order of Chartered Appraisers of Quebec must provide proof of designation.)

**2. POINT RATED CRITERIA**

Each Technical Bid which meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following evaluation criteria:

(Rating: 4=excellent, 3=very good, 2=average, 1=poor, 0=nothing)			
<b>A. STUDY STRATEGY</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Demonstrated understanding of scope and importance of study and the Statement of work as set out in RFP.	2		
2. Breakdown of project into logical tasks; planning and detail of tasks; detailed schedule and timetable; realistic estimation of the time required to complete the work. Details as to the proposed scope of work including proposed sources of information including any other professional consultants that may be engaged in the project.	4		
Maximum points available			<b>24</b>
Minimum points acceptable			<b>16.8</b>
Points Awarded			
<b>B. TRAINING &amp; EXPERIENCE</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Provide a brief description of the primary appraiser's experience in projects of this nature (a minimum of two (2) projects to a maximum three (3) projects, no more than one page each).	5		
2. Provide a brief description of experience valuing redevelopment properties and demonstrate knowledge/experience of this type of property in real estate markets of this nature.: - Experience within the last five (5.0) years - 1 points - Experience within the last four (4.0) years - 2 points - Experience within the last three (3.0) years - 3 points - Experience within the last two (2.0) years - 4 points	6		
Maximum points available			<b>44</b>
Minimum points acceptable			<b>30.8</b>
Points Awarded			

<b>C. PROJECT ORGANIZATION</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Timing - schedule and delivery date of draft reports and final reports from date of contract award: 2 months for delivery of final reports = 4 3 months for delivery of final reports = 3 4 months for delivery of final report = 2 4 + months for delivery of final report = 1 Prorated between months	4		
Maximum points available			<b>16</b>
Minimum points acceptable			<b>11.2</b>
Points Awarded			
<b>TOTAL POINTS AWARDED</b>			

**EVALUATION:**

Each proposal must meet all of the mandatory requirements set out in the evaluation criteria. Proposals that fail to meet these requirements will be discarded without further consideration.

Each evaluation criterion has a number allotment ("weight") that reflects its importance in proposal submissions. The degree to that the proposal satisfies the requirement of each criterion will be assessed and a "rating" will be assigned ranging from 0 to 4, with 0 meaning the proposal completely fails to satisfy the requirement, and the total allotment meaning the proposal fully meets the outlined criterion. A score will be assessed by multiplying the weight by the rating.

Each proposal must achieve a minimum score of **70%** of the maximum points available in EACH category subject to point rating. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

SELECTION METHOD:

The contractor will be selected on the basis of the assessed BEST VALUE to the Crown taking into account scientific/technical and cost factors. Best value to the Crown will be determined on the basis of the LOWEST COST-PER-POINT TECHNICALLY ACCEPTABLE PROPOSAL, calculated by dividing the total cost to the Crown by the total points achieved. Where two or more acceptable proposals achieve the identical lowest cost-per-point as a result of the evaluation, final selection will be based on the lowest priced valid proposal. The total assessed offer price is determined by adding the firm lot price for the appraisal services to the total estimated costs for expert witness based on the estimated usages (13 days labour and one estimated trip).

**Sample Evaluation:**

	<b>Bid #1</b>	<b>Bid #2</b>	<b>Bid #3</b>
<b>Mandatory &amp; Minimum Performance Specification</b>	Fail	Meets All	Meets All
<b>Point Rated Criteria</b>	-	70 / 100	85 / 100
<b>Total Evaluated Bid Price</b>	-	\$30,000	\$35,000
<b>Price per Point</b>	-	\$30,000 / 70 = \$428.57	\$35,000 / 85 = \$411.76
<b>Bid 3 would be considered the recommended bidder for award</b>			

The Contract period is for 18 months from date of award, to permit the completion of the second report, if required, the delivery of the first report is as per proposal.

## Annex "D"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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.
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. 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.
  - n. 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),*

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*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.