



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

## 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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Evaluation Valeur Marchande de Port	
<b>Solicitation No. - N° de l'invitation</b> EF932-162244/A	<b>Date</b> 2016-02-05
<b>Client Reference No. - N° de référence du client</b> R.080517.001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTB-405-13748	
<b>File No. - N° de dossier</b> MTB-5-38322 (405)	<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 2016-02-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<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> Séguin, Caroline	<b>Buyer Id - Id de l'acheteur</b> mtb405
<b>Telephone No. - N° de téléphone</b> (514) 496-3734 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A1L6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> .	<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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this Requirement.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **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 Canadian Content**

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 2004 (2015-07-03) Standard Instructions - Goods or Services - Non-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 FPSs, 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 FPSs 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 five (5) 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 Quebec.

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: one (1) hard copy

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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**

###### **4.1.1.1 Mandatory Technical Criteria**

See Attachment 1 "Mandatory Technical Criteria"

##### **4.1.2 Financial Evaluation**

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

See Annex B "Basis of Payment", Table 3.

#### **4.2 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.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Canadian Content Certification

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](#).

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

### 5.2.3.2 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

### 5.2.3.3 Education and Experience

**5.2.3.3.1** 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

**6.1.1** 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".

#### 6.2.1 Optional goods

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.



Solicitation No. - N° de l'invitation  
EF932-162244/A  
Client Ref. No. - N° de réf. du client  
EF932-16-2244

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTB-5-38322

Buyer ID - Id de l'acheteur  
mtb405  
CCC No./N° CCC - FMS No./N° VME

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### 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](#) (2015-09-03), 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 Contract to July 31<sup>st</sup>, 2016 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Caroline Séguin  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Region  
Address: 800 de la Gauchetière Street West, Suite 7300, Montreal (Quebec), H5A 1L6

Telephone: (514) 496-3734  
Facsimile: (514) 496-3822  
E-mail address: [Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca](mailto:Caroline.Z.Seguin@tpsgc-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 *(to be completed at contract award)*:

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

The Contractor's representative is:

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Annex B – Basis of payment for a cost of \$ \_\_\_\_\_ (will be inserted at contract award). 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.

#### 6.7.2 Limitation of Price

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

#### 6.7.3 Single Payment

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

#### 6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T12024 – Direct Request by Customer Department

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## 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.
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 additional 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 additional 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.

### 6.9.3 SACC Manual Clauses

SACC Manual clause [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 \_\_\_\_\_.

## 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](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.12 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No specific requirement

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

## ANNEX "A"

### STATEMENT OF WORK

#### **1. BACKGROUND**

The Federal Government makes decisions regarding the purchase, leasing, development and transfer of real estate while taking into account real estate appraisals. These appraisals must therefore comply with the strict standards regarding documentation, rigorousness and justification.

Public Works and Government Services Canada (PWGSC) requires the services of an appraiser to determine the market value **in a non-port context** of four (4) properties owned by Canada, represented by Transport Canada (TC). These properties fall under the strategic disposal program for several canadian ports.

The ports consist of the dock and/or pier, the port land based on the map, and the buildings, if applicable.

The (4) federal ports to appraise are:

- Blanc Sablon
  - o Licence 98005-9898-53-7561
  - o Street name is not available
  - o Surface: 48 431.4 m<sup>2</sup>
- La Tabatière
  - o Float plane and dock sections
  - o Licence 98014-7133-44-2013
  - o Street name is not available
  - o Surface: 6 549.82 m<sup>2</sup>
- Tête-à-la-Baleine
  - o Float plane and dock sections
  - o Licence 98015-5215-39-8910 and License 98015-5215-49-7060
  - o Street name is not available
  - o Surface: 2 206.4 m<sup>2</sup> and 3 056.4 m<sup>2</sup>
- Harrington Harbour
  - o License 98015-3595-57-3718
  - o Street name is not available
  - o Surface: 3.81 hectares on an island, 3 km off the mainland

The appraiser who is awarded the contract must visit the premises prior to the preparation of the reports. The visits must take place within two (2) weeks of the contract award. The appraiser(s) must account for the transportation required for theses visits.

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## **2. PURPOSE OF REPORTS**

The purpose of the reports is to estimate the market value of each of these four (4) properties for use other than as a port. The purpose of this appraisal is the sale of these properties by Canada, represented by Transport Canada (TC).

The appraiser must appraise each property and provide one report per property:

1. The value of the property, taking into account the leases in force at the time of appraisal. The appraiser must take into consideration the improvements and constructions in place which belong to Canada or which could become Canada's property by virtue of the leases.
2. The market value of the waterlots, if there is a value for this type of surface; the value of the area on docks and piers; the value of the area on land (improvements to the ground such as street infrastructure, concrete borders, asphalt and streetlights are not considered in the appraisal); and the market value of buildings, if applicable.

## **3. DESCRIPTION OF PROPERTIES**

The properties are four small ports located in a remote area (North Shore) near Newfoundland and Labrador. Leases and plans and permits (if applicable) will be provided only to the appraiser who is awarded the contract.

These properties include all rights, titles and interests to which TC has plausible claim.

## **4. TYPE OF REPORTS**

The appraisals must be prepared in the form of narrative reports and must be drafted in accordance with:

- PWGSC Valuation Guidelines for Narrative Appraisal Reports (1B1 or 1B2), which can be consulted at <http://www.tpsgc-pwgsc.gc.ca/biens-property/vltn/index-eng.html>;
- The professional practice standards of the Ordre des évaluateurs agréés (OEA) (for OEA signatories) or the uniform standards of professional appraisal practice in Canada (for AACI, P.App signatories, accredited with the Appraisal Institute of Canada).

The reports will be subject to inspection and acceptance by the Project Authority.

A separate appraisal is required for each of the four (4) properties appraised.

## **5. REPORTING REQUIREMENTS**

The appraisal consists in estimating market value for the purpose of disposal. This appraisal must be performed by an appraiser who meets the mandatory criteria listed in Annex C. The appraiser will use all valuation techniques (comparison, income and/or cost) deemed applicable, in compliance with OEA professional practice standards, in order to determine the fair market value for use other than as a port of the properties in question.

The appraiser must:

- Set out in detail the economic conditions of the geographic region of each of the properties, including, though not limited to the economic outlook for the market;
- Inspect each of the properties to be appraised and include in the report photos of all features appraised in the report, in compliance with OEA professional practice standards;
- For each property, determine its optimum and most profitable use, given that it is to be offered on an open market for use other than as a port. Special attention must be given to substantiating options explored and conclusions used to arrive at the optimum and most profitable use, in compliance with OEA professional practice standards;
- Gather and analyze the most relevant recent sales transactions for comparable properties and verify that they meet market value conditions. "Comparable properties" means properties of equivalent area, similar zoning to the most profitable use, equivalent value and located in the same geographical area (North Shore);
- For each of the properties, provide a fact sheet containing all relevant information on the property, in compliance with OEA professional practice standards. Include a summary table showing qualitative and quantitative adjustments and an analysis of the adjustments made (area, sale date, location, etc.);
- To adjust points of comparison pertaining to the market, report on the following:
  - the nature of the rights transferred;
  - the financing terms;
  - the market conditions;
  - the physical characteristics or the quality or condition, whether superior, equal or inferior by comparison with the subject property;
  - the potential associated with the site versus comparable sites (potential of the land);
  - the location and surroundings;
  - the economic characteristics.
- Include a map locating the port and each of the comparable properties;
- Where applicable, consider the impact on market value of all leases, licences and permits pertaining to the properties in question.

## **6. OTHER REQUIREMENTS**

- Though the appraiser may work with other people in his or her organization to draft the reports, the letter of transmittal and the appraiser's certification must be signed solely by the senior designated appraiser responsible for the valuation as designated in the contract.
- It is assumed that the properties are free of any contamination, pollutants or other hazardous materials and that no upgrade is needed to meet environmental standards.
- For the purposes of this appraisal, the appraiser must assume the property to be free and clear of all financing.
- The appraiser must take into account all prevailing regulations affecting the property, municipal zoning, probable zoning, official plan, and government restrictions or limitations currently applicable to use of the lots in question.
- A complete search for encumbrances on the property and interpretation of the attendant titles is beyond the scope of this appraisal. The titles are assumed to be clear. The appraiser will carry out the mandate on the assumption that there are no material encumbrances on the property influencing its value, unless otherwise indicated by the Project Authority.
- Use of metric system measurement units is required for the report. The report must be written in French.

## **7. DELIVERABLES**

### **7.1 Project reports (drafts)**

Following site inspection, the appraiser must prepare four (4) project (draft) reports.

The intent of the reports is to assemble all the relevant facts and information and to provide explanations of the critical assumptions and methodology used, in compliance with the requirements listed in Annex A.

One (1) electronic copy of each project report in Adobe Acrobat PDF format must be provided to PWGSC's appraisal services for review and comments. The appraiser may be asked to make corrections. After making any applicable corrections, the appraiser must provide final copies: one (1) electronic copy in Adobe Acrobat PDF format and two (2) bound paper copies.

## 7.2 Schedule

Inspections must be completed in within two (2) weeks of contract award.

The draft project reports as described in Section 7.1 must be presented on or before March 11<sup>th</sup>, 2016, and the final version of the project reports must be provided on or before March 25<sup>th</sup>, 2016, for:

- **Tête-à-la-Baleine (float plane)**

The draft project reports as described in Section 7.1 must be presented on July 1<sup>st</sup>, 2016, and the final version of the project reports must be provided on July 15<sup>th</sup>, 2016, for:

- **Tête-à-la-Baleine (dock)**
- **Blanc-Sablon**
- **La Tabatière (dock and float plane)**
- **Harrington Harbour**

Report delivery should be spread out to allow PWGSC's appraisal services the time to review the reports.



## ANNEX "B"

### BASIS OF PAYMENT

#### 1. Baseline

The firm unit price corresponds to the cost of producing, for each property, a draft report and a final appraisal report, in compliance with the requirements listed in Appendix A, for the purposes of disposal for use other than as a port. It must include any corrections that PWGSC's Project Authority may require.

The firm unit price includes labour, profit, overhead, travel and subsistence, and any other outlays and costs. No adjustment or mark-up will be entertained once this service contract has been awarded.

The firm unit price does not include any additional work that may be requested by PWGSC following amendments to property boundaries or correction of the area appraised.

(D) for dock area and (F) for float plane area

**Table 1 – Baseline**

Port	Area	Firm unit price <sup>(1)</sup>
Blanc Sablon	Dock (D)	_____ \$
La Tabatière	Dock (D)	_____ \$
	Float plane (F)	_____ \$
Tête-Baleine	Dock (D)	_____ \$
	Float plane (F)	_____ \$
Harrington Harbour	Dock (D)	_____ \$
<b>TOTAL (taxes excluded)</b>		_____ \$

<sup>(1)</sup> The firm unit prices indicated in Table 1 must include all expenses related to the work to be executed, such as labour rates, transportation fees and any other cost related to the work to be executed.

## 2. Options

Additional work may be requested in the course of the contract (e.g. change in lot number resulting in a change in the area of a property or another building added). Since the final certificates of location will not all be available when the appraisal reports are produced, it is possible that corrections may be required after the final reports have been submitted but before the contract expires.

The quantities of work shown in this table are estimates. Canada makes no commitment to award all of this work to the appraiser.

Il est possible que des travaux additionnels soient requis en cours de contrat (ex : changement de numéro de lot ayant une influence sur la superficie du terrain ou un autre bâtiment qui s'ajouterait). Les certificats de localisation finaux n'étant pas tous disponibles au moment de la production des rapports d'évaluation, il est possible qu'une correction soit exigée après que le rapport final soit déposé, ceci cependant avant que le contrat ne soit expiré.

Les quantités de travaux indiquées dans ce tableau sont des estimations. Le Canada ne s'engage pas à accorder tous ces travaux à l'évaluateur.

**Table 2 – Options**

TYPE OF SERVICE	Estimated quantity for evaluation purposes (A)	FIRM HOURLY RATE (for entire period of contract) (B)	Estimated cost for evaluation purposes (A x B)
Services of a certified appraiser for additional work	30 hours	\$_____ / hour	\$_____
Production of an additional bound copy	4 copies	\$_____ / copy	\$_____
<b>TOTAL (taxes excluded)</b>			<b>\$_____</b>

**Table 3 – Total Price**

Table 1	_____ \$
Table 2	_____ \$
<b>TOTAL EVALUATED PRICE (taxes excluded)</b>	<b>_____ \$</b>

## ATTACHMENT 1

### MANDATORY TECHNICAL CRITERIA

#### Mandatory Technical Criteria

At the closing date and time of the invitation to tender, bidders must satisfy the following mandatory requirements and have provided the necessary documents demonstrating that these requirements have been met.

The senior designated appraiser must:

1. Possess a minimum of five (5) years' experience in real estate appraisal acquired over the past ten (10) years; provide resume.
2. Be an accredited member (É.A) of the Ordre des évaluateurs agréés du Québec or an accredited appraiser (AACI, P.App) of the Appraisal Institute of Canada (AIC) or hold recognized international accreditation in real property appraisal. Those who are not members of the AIC or the Ordre des évaluateurs agréés du Québec must provide proof of accreditation (paper copy sufficient).

The supplier must provide proof at bid submission. A copy of the official document is acceptable.

3. Have completed at least two (2) market value appraisal reports on the North Shore for each property type listed below:
  - Vacant lot
  - Residential property
  - Industrial building
  - Commercial building

For each report, the bidder must provide:

- A brief description of the project (1 or 2 sentences)
  - Property address/location
4. Have appraised at least one property whose best and most profitable envisaged use differed from its actual use at the time of the appraisal.

Identify the property (address and description of the property), briefly summarize its actual use at the time of appraisal and the use identified as being the best and most profitable.