



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Ecological Gifts Program: Appraisal Review Panel Manager (Chair, Panel and Operations)</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000047907</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2020-04-03</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 P.M. on – le 2020-05-13</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Time Zone</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Megan Filliol megan.filliol@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 902-426-2012</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein</p>	
	<p>Destination - of Services / Destination des services See herein</p>	
	<p>Security / Sécurité There is a security requirement associated with this requirement, as per Part 7 – Resulting Contract Clauses herein</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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TITLE: Appraisal Review Panel (ARP) for Ecological Gifts Program (EGP)

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include a Confidentiality Agreement, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements, and the Non-Disclosure Certification.

2. Summary

- 2.1 Environment Canada requires a contractor to assemble a team of qualified real estate appraisers from across Canada to form the independent Appraisal Review Panel (ARP) for the Ecological Gifts Program (EGP) and to administer the requirements of the *Appraisal Review Panel Operational Guidelines (2019)*. The overall purpose of the ARP is to make recommendations to the federal Minister of Environment and Climate Change regarding the fair market value of ecological gifts. The Contractor must identify one qualified senior appraiser from the proposed team who will lead and manage the operations of the ARP for the EGP (the Chair) for the entire contract period as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from 01 April 2020 to 31 March 2025.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial

Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of 2003 (2019-03-04) Standard Instructions – Goods or Services Competitive Requirements.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).
- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.1 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Attachment 1 to Part 2 before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring*

Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

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

- a) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;

**ATTACHMENT 1 TO PART 2 -
CONFIDENTIALITY AGREEMENT**

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY
THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of bid solicitation No. **5000047907** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
 - (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
 - (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
 - (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
 - (c) is independently developed by the Supplier; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Name of Supplier

Signed by its authorized representative

Date

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (1 soft copies) in PDF format
- Section II: Financial Bid (1 soft copies) in PDF format
- Section III: Certifications (1 soft copies) in PDF format
- Section IV: Additional Information (1 soft copies) in PDF format

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>). 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; and
- (3) print on both sides of the paper.

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Megan Filliol
Solicitation Number: **5000047907**

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements *for the* performance, for each task, milestone or phase of the Work, as applicable:

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the the applicable office in the region; and
- (ii) travel between the successful bidder's place of business and the the applicable office in the region)

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.3 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

1. Offer of Service

- 1.1. The financial cost quotation must be submitted using the tables below. The bidder must specify for each period of this contract, the firm per diem rate (CAN\$) for each proposed resource.
- 1.2. For the purpose of estimating the administrative expenses for the financial component, all bidders are directed to use the program statistics found in Attachment 1 to Part 3, 2. Cost Component, as the basis for their bids.
- 1.3. A cost quotation for actual travel expenses (other than per diem rates) will not be evaluated but bidders should note that all travel related to ARP Member meetings, Redetermination Committee meetings, workshops, meetings with ECCC and specific appraisal reviews will take place within Canada (excluding the three territories) and will be reimbursed in accordance with current Treasury Board policies and guidelines.

Fiscal Year 1 – from contract award or April 1, 2020 (whichever is later) to March 31, 2021

- Up to a maximum amount of \$500,000 for professional fees (including other experts)
- Up to a maximum amount of \$20,000 for travel expenses (original receipts required)

Table 1: Fiscal Year 1		Firm per diem rate
T1.1	Professional fees for the individual assigned the responsibilities of the Chair	
T1.2	Professional fees for appraisal review services conducted by ARP members	
T1.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T1.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T1.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T1.6	Professional fees for administrative support personnel	

Fiscal year 2 - from April 1, 2021 to March 31, 2022

- Up to a maximum amount of \$515,000 for professional fees (including other experts)
- Up to a maximum amount of \$20,000 for travel expenses (original receipts required)

Table 2: Fiscal Year 2		Firm per diem rate
T2.1	Professional fees for the individual assigned the responsibilities of the Chair	
T2.2	Professional fees for appraisal review services conducted by ARP members	
T2.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T2.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T2.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T2.6	Professional fees for administrative support personnel	

Fiscal year 3 - from April 1, 2022 to March 31, 2023

- Up to a maximum amount of \$530,000 for professional fees (including other experts)
- Up to a maximum amount of \$20,000 for travel expenses (original receipts required)

Table 3: Fiscal Year 3		Firm per diem rate
T3.1	Professional fees for the individual assigned the responsibilities of the Chair	
T3.2	Professional fees for appraisal review services conducted by ARP members	
T3.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T3.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T3.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T3.6	Professional fees for administrative support personnel	

Fiscal year 4 - from April 1, 2023 to March 31, 2024

- Up to a maximum amount of \$550,000 for professional fees (including other experts)
- Up to a maximum amount of \$20,000 for travel expenses (original receipts required)

Table 4: Fiscal Year 4		Firm per diem rate
T4.1	Professional fees for the individual assigned the responsibilities of the Chair	
T4.2	Professional fees for appraisal review services conducted by ARP members	
T4.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T4.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T4.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T4.6	Professional fees for administrative support personnel	

Fiscal year 5 - from April 1, 2024 to March 31, 2025

- Up to a maximum amount of \$34,000 for professional fees
- Up to a maximum amount of \$6,000 for travel expenses (original receipts required)

Table 5: Fiscal Year 5		Firm per diem rate
T5.1	Professional fees for the individual assigned the responsibilities of the Chair	
T5.2	Professional fees for appraisal review services conducted by ARP members	
T5.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T5.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T5.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T5.6	Professional fees for administrative support personnel	

2. Cost Component

2.1 Table (A) summarizes the work of the ARP from 2017-2018 to 2018-2019. On an average during those 2 Fiscal Years, the ARP completed the reviews of 78 appraisal files and made recommendations for the fair market value to the federal Minister of Environment and Climate Change. No files were withdrawn or abandoned in the last 2 years, and an average of 21 additional files remained under ARP review (Active Files) at the end of each year. During those two years, approximately 40% of the workload was for files that were considered to be complex while the other 60% was for more straight-forward files. A complex file is one that would include additional time and investigation (e.g. title search, additional market evidence, etc.) and may require independent expert opinions (e.g. foresters, planners, legal advisors, etc etc.). Since 2017-2018, no redeterminations were conducted.

2.2 Table (B) summarizes the number of completed recommendations by location and by type.

Table A - APPRAISAL REVIEW PANEL – Workload by Fiscal Years: 2017-18 and 2018-2019

		Fee Simple	Others*	Total	Area (ha)	Market Value
	Completed files	60	24	84	7,453	\$49,603,050
	Withdrawn/abandoned	0	0	0	0	\$0
	Active Files at year end	10	3	13	1,425	\$55,519,333
2017-2018	Total	70	27	97	8,878	\$105,122,383
	Completed files	51	21	72	5,962	\$40,039,617
	Withdrawn/abandoned	0	0	0	0	\$0
	Active Files at year end	19	9	28	3,390	\$62,620,400
2018-2019	Total	70	30	100	9,352	\$102,660,017

*: Easements, Covenants, Servitudes

Table B - APPRAISAL REVIEW PANEL - Total number of completed recommendations by location: 2017-2018 to 2018-2019

REGION	Fee Simple	Others*	Total
British Columbia	9	3	12
Alberta	3	21	24
Saskatchewan and Manitoba	1	2	3
Ontario	45	17	62
Quebec	21	2	23
Atlantic Provinces	32	0	32
Total	111	45	156

*: Easements, Covenants, Servitudes

3. Evaluation of Price Formula

The evaluation of the price component will be calculated and weighted according to the following two elements:

- a) Average 1 (A1): A calculation of the average per diem rate for the Chair and the other professional fees. This average is calculated by taking the sum of the average per diem rate for the individual assigned the responsibilities of Chair and the average per diem rate calculated for the other appraisal reviewers (ARP members and *Ad hoc* Appraisal Reviewers) identified in the bid, then dividing by two. In order to take per diem increases over time into account, the average per diem rate for each resource will be calculated using the average of all proposed rates for all years of the contract. Weighted at 25%.
- b) Average 2 (A2): A calculation of the average per diem rate for administrative support personnel. Weighted at 5%.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1 Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

The technical proposal should follow and comply with the following table of contents:

1. Introduction
2. Proposal Overview
3. Bidder's Work Experience in Project Management and Administration
4. Proposed Chair's Qualifications and Work Experience
5. Proposed Appraisal Review Panel (ARP) Members and *Ad hoc* Appraisal Reviewer Qualifications and Work Experience
6. Proposed Operating Plan
7. Proposed Employees and Administrative Support System
8. **Appendix A:** Resumés of all proposed professional resources (in the order of: Contractor, Chair, ARP members and *Ad hoc* Appraisal Reviewers)
9. **Appendix B:** Professional reference for all proposed resources (in the order of: Contractor, Chair, ARP members and *Ad hoc* Appraisal Reviewers)

The proposal must provide the per diem rates for each proposed resource and should provide sufficient details on the education, professional credentials, technical qualifications and relevant experience of the contractor and all professional team members for the evaluation team to evaluate the proposal against the technical criteria

The proposal must include an operating plan which describes how the Contractor will plan, organize, manage and operate to ensure that all the requirements in the Statement of Work are fully met during the term of this contract. This should include, but not be limited to, a detailed description as to how the Contractor and the Chair would:

1. Assemble and maintain a qualified team of appraisers under the leadership of the Chair to meet the demands for Ecological Gifts Program (EGP) appraisal reviews in all provinces;
2. Assign files submitted to the ARP to the most qualified and appropriate appraiser for review;
3. Prioritize the appraisal review assignments for the EGP over other regular work responsibilities in order to meet the service delivery goals of the EGP;

4. Specify in what situations and under what circumstances the Contractor contracts additional experts or specialists (such as : foresters, planners, legal advisors, etc.) in order to carry out the responsibilities of the ARP as described in the Statement of Work;
5. Plan for succession and develop a contingency plan for when the individual assigned the responsibilities of the Chair becomes unavailable to perform his/her duties during the term of the contract;
6. Organize and implement systems and procedures to ensure that all the reporting requirements of ECCC are completed in a timely and efficient manner; and,
7. Plan for delivering the services of the ARP in both official languages.

Appendix A: The Bidder must provide a detailed, comprehensive resumé for each intended professional resource (including themselves) proposed to provide the services described in the Statement of Work in Annex “A” to the RFP.

Appendix B: The Bidder must provide contact information for two professional references for each proposed professional resource including themselves, for the individual who will be assigned the responsibilities of the Chair, for each proposed ARP member and for each proposed *Ad hoc* appraisal reviewer. Both Professional References must pertain to professional service assignments completed within the last two (2) years. ECCC reserves the right to request references and contact referees to verify the accuracy of information contained in the proposal before a contract is awarded.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

MF1 Financial Criteria	Met	Not Met
ECCC has established funding for this project at a maximum amount of \$2,215,000.00 (CAD), excluding taxes, for professional services, including those of the external reviewers, associated costs and travel expenses.		

1.2.2 Evaluation of Price

For evaluation purposes only, the price of the bid will be determined as follows:

- 1.2.1 The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with item 3 Evaluation of Price Formula detailed in Attachment 1 to Part 3, generating values A1 and A2.

2. Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria and mandatory financial criteria;
 - (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 103 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30% (A1 weighted at 25% and A2 weighted at 5%).
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The formula below will be used to determine the bidder's combined rating score.

$$\frac{\text{Bidder's Rated Score}}{\text{Maximum Possible Score}} \times 70 + \frac{\text{Lowest Average per diem rate for professionals (lowest A1)}}{\text{Bidder's Average per diem rate for professionals (A1)}} \times 25 + \frac{\text{Lowest Average per diem rate for administrative support personal (lowest A2)}}{\text{Bidder's Average per diem for administrative support personnel (A2)}} \times 5$$

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135, the lowest A1 is \$500 and the lowest A2 is \$275.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		92/135	89/135	115/135
Professional Per Diem Average (A1)		\$500.00	\$500.00	\$700.00
Administrative Per Diem Average (A2)		\$300.00	\$275.00	\$350.00
Calculations	Technical Merit Score	92/135 x 70 = 47.70	89/135 x 70 = 46.15	115/135 x 70 = 59.63
	Pricing Score (A1)	\$500/\$500 x 25 = 25.00	\$500/\$500 x 25 = 25.00	\$500/\$700 x 25 = 17.86
	Pricing Score (A2)	\$275/\$300 x 5 = 4.58	\$275/\$275 x 5 = 5.00	\$275/\$350 x 5 = 3.93
Combined Rating		77.28	76.15	81.42
Overall Rating		2nd	3rd	1st

**ATTACHMENT 1 TO PART 4 -
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

Mandatory Technical Criteria

The Mandatory Technical Criteria listed below will be evaluated on a simple MET/NOT MET (i.e. responsive/non-responsive, compliant/non-compliant) basis. Bids which fail to meet all of the Mandatory Technical Criteria will be deemed non-responsive and will not be given any further consideration.

	Mandatory Criteria	Page Reference in Proposal
A.	Professional Credentials	
M1	<p>The Bidder must demonstrate that the individual identified as the Chair has current* designation as Accredited Appraiser Canadian Institute (AACI).</p> <p>*NOTE: Current designation means that the resource is currently, as of the time of bid submission, a practicing member who carries appraiser liability insurance in the fee appraiser category. The resource's membership status must be clearly indicated in the proposal.</p>	
M2	<p>The Bidder must propose at least one ARP member currently practicing in each of ECCC's five regions (Atlantic Region, Ontario Region, Pacific and Yukon Region, Prairie and Northern Region and Quebec Region). The same person cannot be proposed for multiple regions.</p> <p>The Bidder must demonstrate that each proposed resource conducting appraisal reviews as ARP members or as <i>Ad hoc</i> Appraisal Reviewers have current* designation as Accredited Appraiser Canadian Institute (AACI), or current designation as Charter Appraiser (C.App/EA) for the Panel member who represents Quebec region.</p> <p>*NOTE: Current designation means that the resource is currently, as of the time of bid submission, a practicing member who carries appraiser liability insurance in the fee appraiser category. Each resource's membership status must be clearly indicated in the proposal.</p>	
B.	Professional Work Experience	
M3	<p>The Bidder must demonstrate that the individual identified as the Chair has at least fifteen (15) years of experience as a senior appraiser in a fee appraisal organization, during which time they have:</p> <ul style="list-style-type: none"> a. Prepared valuations of rural real estate that have included conservation lands with natural features such as wetlands, estuaries, parkland, woodlands; and b. Performed peer-reviews of appraisal reports valuing rural real estate that have included conservation lands with natural features such as wetlands, estuaries, parkland and woodlands. 	

M4	<p>The Bidder must demonstrate that each proposed resource conducting appraisal reviews as ARP members or as <i>Ad hoc</i> Appraisal Reviewers meet the following:</p> <ul style="list-style-type: none"> a. are legally permitted to practice real estate appraisal in the provinces in which they will be reviewing appraisals, including possessing valid licenses and meeting all other provincial requirements to practice, where applicable. The provinces in which each resource is legally permitted to practice must be clearly indicated in the proposal; and b. have at least five (5) years of experience as an appraiser in a fee appraisal organization, in the proposed region for which they will be conducting reviews, during which time they have: <ul style="list-style-type: none"> i. Prepared valuations of rural real estate that have included conservation lands with natural features such as wetlands, estuaries, parkland, woodlands; and, ii. Performed peer-reviews of appraisal reports valuing rural real estate that have included conservation lands with natural features such as wetlands, estuaries, parkland, woodlands. 	
C.	Security	
M5	<p>The Bidder must hold a valid Designated Organization Screening (DOS), with approved document safeguarding at the level of PROTECTED B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) at the time of the contract start date. In order to demonstrate this requirement at the time of this request for proposal, the bidder must at minimum provide a copy of the documentation indicating they are in the process of applying to the CISD. A confirmation letter from CISD for the DOS with Document Safeguarding – PROTECTED B registration will be required before contract award.</p>	
M6	<p>Each resource proposed by the bidder must hold a security accreditation to the level of Reliability at the time of the contract start date. In order to demonstrate this requirement at the time of this request for proposal, the bidder must at minimum provide a document containing a list of each resource, and documentation indicating they are in the process of for applying for the clearance levels. A confirmation letter from the issuing department, with the security clearance number for each proposed resource must be provided by the bidder before contract award.</p>	
C.	Official Languages	
M7	<p>The Bidder must demonstrate that the services of the Appraisal Review Panel can be delivered in both official languages, including appraisal review and training of ARP members, the appraisal community and other relevant Ecological Gift Program stakeholders, by signing the certification at Part 5 Certifications, Article 3.1</p>	

Point-Rated Criteria

The Point-Rated Criteria contained herein will be used by ECCC to evaluate bids that have met all of the Mandatory Technical Criteria. Bidders are advised to address these requirements in the following

order and in sufficient depth in their proposals to enable a thorough assessment. ECCC's assessment will be based solely on the information contained within the bids.

Bids will be evaluated under the Point-Rated Criteria in the order that the stated criteria appear in the following charts. The overall pass mark is 70 points out of the maximum possible 103 points. If a bid is assessed as failing to meet the required minimum points at any step in the technical evaluation, the bid will immediately be declared non-responsive and will be given no further consideration.

When addressing Point-Rated Criteria in the bid, each point is to be referenced as R1a, R1b R2c, etc. respectively.

R1 – The individual identified as the Chair has the necessary knowledge and relevant work experience to review valuation reports/appraisals for ecological gifts and make recommendations to the Minister of Environment and Climate Change in accordance with the *Appraisal Review Panel Operational Guidelines (2019)*.

R1	Point-Rated Criteria	Maximum Score	Page Reference in Proposal
R1a	Experience as a senior appraisal specialist with regional or national peer recognition, experience as an expert witness in the Tax Court of Canada, senior appointments within the Appraisal Institute of Canada or l'Ordre des évaluateurs agréés du Québec, professional awards. (1 point for each relevant appearance or appointment within the past fifteen (15) years, to a maximum of 5 points).	5	
R1b	In addition to the designation as Accredited Appraiser Canadian Institute assessed in M1, current professional designations with recognized provincial, national or international real estate appraisal/valuation organizations. (1 point for each professional designation, to a maximum of 3 points)	3	
R1c	Experience in performing appraisal reviews and/or preparing appraisals for donors/recipients under the EGP. (1 point for each 10 performed or reviewed EGP appraisals within the past fifteen (15) years, to a maximum of 8 points)	8	
R1d	Attended within the past five (5) years EGP appraiser training workshops. (1 point for 1 workshop, 2 points for more than 1 workshop)	2	

R1e	Participated, within the past five (5) years, in professional development training related to the requirements and implementation of land trust standards and practices within Canada and/or the United States. Examples would include attendance at the Ontario Land Trust Alliance and/or the United States Land Trust Alliance annual conferences. (1 point for participating in 1 event, 2 points for more than 1 event)	2	
R1f	Experience making valuation recommendations of rural real estate to senior government officials. (5 points for Yes, 0 points for No)	5	
R1g	Experience making policy recommendations to senior government officials. (5 points for Yes, 0 points for No)	5	
SUBTOTAL		30	

R.2 – The individual identified as the Chair has experience in preparing valuation/appraisals of rural/open space conservation lands across Canada

R2	Point-Rated Criteria	Maximum Score	Page Reference in Proposal
R2a	Experience in preparing valuations of conservation lands, including easements, covenants, or servitudes (1 point for each 5 valuations within the past fifteen (15) years, to a maximum of 5 points)	5	
R2b	Experience as an appraisal expert in federal court, provincial court, expropriation tribunals (1 point for each appearance, to a maximum of 5 points)	5	
R2c	Experience as an AACI designated fee appraiser in provincial jurisdictions in Canada (1 point for each jurisdiction, to a maximum of 5 points)	5	
SUBTOTAL		15	

R.3 – The individual identified as the Chair has experience in peer-reviewing valuation reports for rural/open space lands across Canada

R3	Point-Rated Criteria	Maximum Score	Page Reference in Proposal
R3a	Experience reviewing appraisals of conservation lands, including easements, covenants, or servitudes. (1 point for each 5 reviews within the past fifteen (15) years, to a maximum of 10 points)	10	
R3b	Experience leading the peer review of other professional appraiser's work. (1 point for each 5 peer reviews led within the past fifteen (15) years, to a maximum of 5 points)	5	
SUBTOTAL		15	

R.4 – The proposed Contractor and the proposed Chair (could be the same individual, two different individuals, or a firm and an individual) have the necessary leadership, communication, and project management skills and training experience

R4	Point-Rated Criteria	Maximum Score	Page Reference in Proposal
R4a	Experience in project management and administration (1 point for each year of experience within the past five (5) years, to a maximum of 3 points)	3	
R4b	Experience in assembling and managing a team of professional fee appraisers (3 points for Yes, 0 points for No)	3	
R4c	Experience in managing financial resources including budget planning and reporting, contracting, and scheduling and assigning work to meet clients' needs (1 point for each year of experience within the past fifteen (15) years, to a maximum of 10 points)	10	
R4d	Experience as a chair of a decision-making board or panel (1 point for each year of experience within the past ten (10) years, to a maximum of 5 points)	5	
R4e	Experience leading appraisal-related workshops for appraiser and non-appraiser audiences, (such as land trust staff/volunteers) (1 point for each curriculum prepared or workshop delivered within the past five (5) years, to a maximum of 5 points)	5	

R4f	<p>Experience communicating both orally and in writing on appraisal issues. Points for this criterion will be awarded based on a list of books, articles, and/or training materials authored, edited or reviewed, and/or with a list of professional speaking/teaching experience.</p> <p>(1 point for each of the above mentioned achievements within the past 5 years, to a maximum of 3 points)</p>	3	
R4g	<p>The bidder's proposed operational plan demonstrates how they plan to address the following: (2 points for each item)</p> <ul style="list-style-type: none"> • assemble and maintain a qualified team of appraisers under the leadership of the Chair to meet the demands for Ecological Gifts Program (EGP) appraisal reviews in all provinces; • assign files submitted to the ARP to the most qualified and appropriate appraiser for review; • prioritize the appraisal review assignments for the EGP over other regular work responsibilities in order to meet the service delivery goals of the EGP; • specify in what situations and under what circumstances the Contractor contracts additional experts or specialists (such as : foresters, planners, legal advisors, etc.) in order to carry out the responsibilities of the ARP as described in the Statement of Work; • plan for succession and develop a contingency plan for when the individual assigned the responsibilities of the Chair becomes unavailable to perform his/her duties during the term of the contract; • organize and implement systems and procedures to ensure that all the reporting requirements of Environment and Climate Change Canada (ECCC) are completed in a timely and efficient manner; and, • plan for delivering the services of the ARP in both official languages. 	14	
SUBTOTAL		43	

TOTAL POINTS 103

MINIMUM REQUIRED 70

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the

substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

PWGSC SACC Manual clause A3010T (2010-08-16) Education and Experience

3. Certifications Required with the Bid

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

3.1 Bilingual Capacity

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this RFP, it will have the capacity to provide a bilingual resource (English and French) who is fluent in reading, writing and oral, when required.

Name

Signature

Date

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.

- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

Title: *(insert at contract award)*

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.2 Supplemental General Conditions

4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s) at contract award*).

2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization

Screening (DOS) with approved Document Safeguarding at the level of **Protected B**, issued by the Canadian Industrial Security Directorate(CISD), Public Works and Government Services Canada (PWGSC)

2. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **Protected B**
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex
 2. Industrial Security Manual (Latest Edition)

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract Award Date to 31 March 2025 inclusive.

4.2 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 12 months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Megan Filliol

Title: Team Manager – Atlantic Procurement

Environment Canada

Procurement and Contracting Division

Address: 17th floor, 45 Alderney Drive, Dartmouth, NS B2Y 2N6

Telephone: 902-426-2012

E-mail address: megan.filliol@canada.ca

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

5.2 Technical Authority *(to be inserted at contract award)*

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative *(to be inserted at contract award)*

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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 excluded and Applicable Taxes are extra.

C4005C (2018-04-17) Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$ _____

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department.

7.4 Time Verification

C0711C (2008-05-12) Time Verification.

8. Invoicing Instructions

8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

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.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4007 Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex E, the signed Non-Disclosure Certification
- (i) the Contractor's bid dated _____,

12. Insurance

PWGSC SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX A STATEMENT OF WORK

Ecological Gifts Program: Appraisal Review Panel Manager (Chair, Panel, and Operations) (2020-2025)

1.0 Objective

Environment and Climate Change Canada (ECCC) requires a contractor to assemble a team of qualified real estate appraisers from across Canada to form the independent Appraisal Review Panel (ARP) for the Ecological Gifts Program (EGP) and to administer the requirements of the *Appraisal Review Panel Operational Guidelines (2019)*. The overall purpose of the ARP is to make recommendations to the federal Minister of Environment and Climate Change regarding the fair market value of ecological gifts. The Contractor must identify one qualified senior appraiser from the proposed team who will lead and manage the operations of the ARP for the EGP (the Chair) for the entire contract period. The Contractor and the sole person assigned the responsibilities of the Chair may be the same individual.

2.0 Background

Canada's Ecological Gifts Program provides a way for Canadians with ecologically sensitive land to protect nature and leave a legacy for future generations. Made possible by the terms of the Income Tax Act of Canada and the Taxation Act in Quebec, it offers significant tax benefits to landowners who donate land or a partial interest in land to a qualified recipient. Recipients ensure that the land's biodiversity and environmental heritage are conserved in perpetuity.

Empowered under the Income Tax Act, the Minister of Environment and Climate Change is responsible for approving the eligibility of charitable organizations to receive ecological gifts, certifying ecological sensitivity and determining the fair market value for all ecological gifts. On October 4, 2000, ECCC announced the EGP's Appraisal Review and Determination Process (ARDP) and the formation of the Appraisal Review Panel (ARP). As an integral part of the ARDP, ECCC developed a rigorous, fully accountable fair market value certification process, which was called for in the February 2000 Budget.

The ARP is critical in carrying out ARDP for the EGP. The ARP is responsible for making recommendations to the federal Minister of Environment and Climate Change on the fair market value of ecological gifts made under the Income Tax Act. The Minister's certification of the fair market value of the properties for tax purposes is primarily based on the ARP's recommendations. Due to the possibility that a certified value could be challenged in the Tax Court of Canada, the ARP must be comprised of independent, knowledgeable and experienced real estate appraisal professionals. This ensures that the values recommended are reliable and will allow Panel members to serve as expert witnesses on behalf of the Minister of Environment and Climate Change in Tax Court proceedings, should that be necessary.

ECCC is seeking proposals from professional real estate appraisers and/or project managers across Canada to manage and administer the ARP supporting the EGP. The successful bidder will ensure that a team of experts on the valuation of conservation lands (including conservation easements, covenants and servitudes) is identified and available to undertake the work for ECCC and ensure that the ARP's consolidated expertise covers all of the EGP's appraisal review needs and appraiser training requirements.

The contractor ultimately engaged in this contract must clearly identify the sole individual who will be assigned the responsibilities of the Chair of the ARP (Chair) who in turn will be responsible for managing a team of five qualified real estate appraisal professionals, including

the Chair, from across Canada assembled by the Contractor to implement the *Appraisal Review Panel Operational Guidelines (2019)*. It is important to note that the contractor and the sole person assigned the responsibilities of the Chair may be the same individual.

3.0 Tasks

The Contractor must:

- 3.1 Assemble a team of experienced real estate appraisers who currently possess the designation of Accredited Appraiser Canadian Institute (AACI), or Chartered Appraiser (C.App/EA) in the province of Quebec, and managing the ARP membership so that each of the Canadian Wildlife Service's five regions (Atlantic Region, Ontario Region, Pacific Region, Prairie Region and Quebec Region) are represented by at least one ARP member from that region. Similarly, the Contractor will be responsible for assembling a team of additional *ad hoc* appraisers to undertake appraisal reviews in high-volume geographical areas as deemed necessary by the Chair. The Contractor will be solely personally responsible for quality control, value for services rendered, timeliness, and payment for services. One ARP member may be assigned the responsibilities of Ontario Region ARP Coordinator (at the discretion of the Chair) in order to assist the Chair in coordinating the high volume of appraisal reviews for this particular region.
- 3.2 Remain personally responsible to ECCC for any work conducted by the Chair and any appraisal review work or other work that the ARP may engage in including the following:
 - a. preparing and submitting a recommendation of fair market value and the associated documentation to support this recommendation (including, if applicable, the reasons for the ARP's recommended fair market value differing from the value recommended in the valuation report submitted with the donor's application) to the EGP National Secretariat in accordance with the *Appraisal Review Panel Operational Guidelines (2019)*;
 - b. preparing and submitting subsequent recommendations of fair market value of redetermined ecological gifts and the associated documentation to support the redetermined value (including the reasons for the redetermined value as compared to the value stated in the original appraisal report and the value in the *Notice of Determination of Fair Market Value of an Ecological Gift*) to the EGP National Secretariat in accordance with the *Appraisal Review Panel Operational Guidelines (2019)* within 60 days from the conclusion of the meeting of the Redetermination Committee.
- 3.3 Ensure that the Chair and all appraisers engaged by the Contractor to conduct work related to the ARP operations adhere to all guidelines set forth in the *Appraisal Review Panel Operational Guidelines (2019)*. This document also includes specific guidelines on the conduct of the ARP, conflict of interest rules for the ARP members and *ad hoc* appraisal reviewers, restrictions related to the use of ARP information, and restrictions on what types of communications with donors, recipients, the media, and the general public are authorized by ECCC.
- 3.4 Manage the administration, training and operation of the ARP, including delegation of review assignments to members of the ARP or *ad hoc* appraisal reviewers, fulfilling the Panel's reporting requirements for the ARP operations, preparing materials for information and training purposes, and delivering training, information presentations, and other communications as directed and authorized by ECCC.

- 3.5 Be readily available by telephone, email, and fax, to consult with the EGP National Secretariat or other staff of the EGP on an as-needed basis. On a weekly basis, an appraisal review operations meeting will be conducted via teleconference with the National Secretariat to discuss the status of active files and any issues.
- 3.6 Complete an Appraisal Review Tracking Form for every appraisal report that the ARP reviews and must submit the form along with the Chair's Determination of Fair Market Value documentation to the EGP National Secretariat. The information that is to be added to the Appraisal Review Tracking Form includes the following:
 - a. ARP Member coordinating the review of the file
 - b. Date report received by ARP
 - c. Name of Reviewer assigned to review the appraisal
 - d. Date appraisal referred to Reviewer
 - e. Date requested Secretariat to forward appraisal to Reviewer
 - f. Date received by Reviewer
 - g. Notes
 - h. Date review completed
 - i. Recommended Fair Market Value
 - j. Date ARP Coordinator advises Chair that review is complete
 - k. Date Chair advises Minister of ECCC of the ARP recommendation
 - l. Reason for the variance from original appraisal report (if any)
 - m. Comments
 - n. Names of any additional experts contracted for the review of the file;
 - other experts could include: foresters, planners, legal advisors, etc.
 - o. Total fees paid to these experts
 - p. Rationale for requiring additional expertise for the review of this/these valuation report(s)
- 3.7 Complete and submit a semi-annual report, if necessary, to the National Secretariat that itemizes and describes any requests for redeterminations received during the previous six months. The report must summarize the proposed date, location, and intended participants for a meeting of the Redetermination Committee, with the objective of combining multiple requests for redetermination into a single meeting agenda.
- 3.8 Prepare an ARP Summary Report to be produced annually for the EGP National Secretariat, which outlines and summarizes the information on the operations of the ARP during the previous fiscal year and presents recommendations for improvements to the Appraisal Review and Determination Process.
- 3.9 Produce monthly itemized invoices which list the number of hours and per diem rates billed for the following tasks during the specified billing period:
 - a. the costs for the operations of the ARP including administration, training, development of communications products and ARP policy development, itemized for each task by individual person including their hours and their per diem rates;
 - b. for each appraisal report reviewed for every ecological gift processed:
 - the work conducted by the Chair, including hours and per diem rate;
 - the appraisal review work conducted by a qualified appraiser, itemized by individual person, including their hours and their per diem rates;

- the professional services of any other experts engaged in the ecological gift review itemized by individual person
 - c. the travel expenditures and receipts for reimbursement in accordance with current Treasury Board policies and guidelines
- 3.10 Be personally responsible for the work performed by their team of experts who are engaged in the development and professional delivery of training and communication materials designed for specific target audiences at specific events or venues as directed and authorized by the EGP National Secretariat. They are responsible for providing the necessary training to qualified appraisers engaged in the Panel including the Chair and *Ad hoc* appraisal reviewers to ensure that all the policies and procedures of the ARP are implemented in a cost-effective manner and in accordance with the *Appraisal Review Panel Operational Guidelines (2019)*.
- 3.11 Develop policy related to the Appraisal Review and Determination Process and for identifying the need for and preparing updates to the *Appraisal Review Panel Operational Guidelines (2019)* in consultation with the EGP National Secretariat.
- 3.12 Be able to deliver the services of the ARP in both official languages.

The Chair must:

- 3.13 Prepare expert recommendations on the fair market value of proposed donations of ecologically sensitive lands, or partial interests in such lands, to the federal Minister of ECCC. In preparing the expert recommendations, the Chair must:
- a. Ensure that all valuation reports and recommendations are reviewed in accordance with the Standards of the Appraisal Institute of Canada, or the Ordre des évaluateurs agréés du Québec (for donations in Quebec), and the EGP's *Guidelines for Appraisals* (found on the EGP website - www.ec.gc.ca/pde-egp/). Similarly, the Chair must ensure that each appraisal review is assigned to a qualified appraiser who is well suited and available to perform the appraisal review for the particular region in which the ecological gift is located and that the review be conducted in compliance with the *Appraisal Review Panel Operational Guidelines (2019)*.
 - b. Ensure that the work related to the ARP operations in each region of the country is properly distributed to an appropriate member of the team of experienced ARP members or other *Ad hoc* appraisal reviewers. In addition the Chair must acquire the professional services of any other experts (including: foresters, planners, legal advisors, etc), if required to complete the ARP recommendation of fair market value.
 - c. Along with the Contractor, submit an ARP recommendation of fair market value via a letter to the National Secretariat of the EGP along with any supporting documentation.
 - d. Assemble a Redetermination Committee when a donor indicates that they do not accept the federal Minister of ECCC's determination of fair market value and requests a redetermination. The Committee must meet within four months of the request to review and reconsider the original application, including any new information submitted by the donor(s) and their representatives, and make a second recommendation on the fair market value to the Minister of ECCC. At a minimum, the Redetermination Committee must consist of the Chair, the appraisal reviewer

- who reviewed the original submission, and at least one other member of the ARP chosen by the Chair. The timing and location of meetings and the membership of the Redetermination Committee must be determined in collaboration with the EGP National Secretariat.
- e. Along with the Contractor, ensure that all tracking sheets, letters, memos and supporting documentation are completed and delivered to the National Secretariat of the EGP within the timelines specified in the *Appraisal Review Panel Operational Guidelines (2019)*.
 - f. Review appraisals reports used in other ECCC funding programs, if requested by the Technical Authority. In such cases The Chair's review is to only confirm accordance with the Standards of the Appraisal Institute of Canada, or the l'Ordre des évaluateurs agréés du Québec (for donations in Quebec for compliance). These potential reviews are not related to the EGP and will not follow the Appraisal Review and Determination Process.

4.0 Travel

The Contractor must budget for the following potential travel requirements involving the Contractor, Chair and ARP members (in accordance with current Treasury Board policies and guidelines):

- a. attendance of the Chair and all ARP members at no more than one meeting of the ARP per year, hosted and coordinated by the ARP;
- b. attendance of the Chair and all or most of the ARP members at up to two Redetermination Committee meetings of the ARP per year (note, one of these potential Redetermination Committee meetings may be conducted in association with the ARP meeting);
- c. attendance of the Chair, ARP members or *ad hoc* appraisal reviewers (in a presenter role) at up to five workshops, conferences or training sessions per year in Canada, such as the Ontario Land Trust Alliance, the Quebec Conservation Workshop, ARP appraiser training workshops, etc.;
- d. attendance of the Chair at one to two meetings per year at ECCC Headquarters in Gatineau, Quebec on an as-requested basis by the EGP National Secretariat;
- e. travel required for specific appraisal reviews, by Chair and/or ARP members / *ad hoc* appraisal reviewers, on rare occasions (up to five times per year).

5.0 Deliverables

- 5.1 Identify and secure a team of qualified professional real estate appraisers from across Canada.
- 5.2 Identify appraisal review resources (Panel participation, reviewer participation, and other valuation professionals) as required.
- 5.3 Produce an ECCC-approved Statement of Work, advertising mechanism and evaluation criteria for additional *ad hoc* reviewer resource needs.
- 5.4 Invite qualified professionals to provide *ad hoc* appraisal reviewer services described in the Statement of Work using professional associations, institutes and other mediums deemed necessary.
- 5.5 Issue, administer and report on the subcontracts for required resources.

- 5.6 Make Fair Market Value recommendations to the federal Minister of Environment and Climate Change Canada.
- 5.7 Review valuation reports for ecological gifts in accordance with the Standards of the Appraisal Institute of Canada, the l' *Ordre des évaluateurs agréés du Québec* (for donations in Quebec), and the Ecological Gifts Program's Appraisal Review and Determination Process.
- 5.8 Recommend a value for the Notice of Determination of the Fair Market Value of an Ecological Gift, to be issued to donors by ECCC in accordance with the Appraisal Review and Determination Process on the fair market value of ecological gifts.
- 5.9 Recommend a value for the Notice of Redetermination of the Fair Market Value of an Ecological Gift, to be issued to donors by ECCC when requested, in accordance with the Appraisal Review and Determination Process on the fair market value of ecological gifts.

Panel administration, communication and training

- 5.10 Lead communication, policy development and training of ARP members and the appraiser community on behalf of the Appraisal Review Panel in cooperation with ECCC.
- 5.11 Implement the policies and procedures of the Appraisal Review Panel as outlined in the Operational Guidelines of the Appraisal Review Panel (2019).
- 5.12 Updating as required the Operational Guidelines of the Appraisal Review Panel (2019) in consultation with ECCC.
- 5.13 Prepare an annual Summary Report that highlights the trends and activities of the Appraisal Review Panel and delivering this report to ECCC.
- 5.14 Make recommendations about improvements to the operation of the Appraisal Review Panel and the Appraisal Review and Determination Process and, where appropriate, including those recommendations in the annual Summary Report.
- 5.15 In the last year of the contract (Year 5; 2024-2025), considered a transition year, to act as a resource to both ECCC and the subsequent contractor responsible for assembling and managing the Appraisal Review Panel and administering the requirements of the *Appraisal Review Panel Operational Guidelines (2019)*.

A copy of the *Appraisal Review Panel Operational Guidelines (2019)* is attached (pdf copy), which provides bidders with a sufficient understanding of the roles, responsibilities and procedures of the Chair and Appraisal Review Panel as currently structured for the EGP.

NOTE: In the event that the 2020-2025 Contractor is deemed the successful bidder in the subsequent competitive bid process for the next-anticipated contract term spanning April 1, 2024 through to March 31, 2029, then the 2020-2025 contract will terminate once the new contract begins and there will be no 2024-2025 transition year.

**ANNEX B
BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

C4005C (2018-04-17) Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$ _____

Fiscal Year 1 – from contract award or April 1, 2020 (whichever is later) to March 31, 2021

- Up to a maximum amount of \$_____ for professional fees
- Up to a maximum amount of \$_____ for travel expenses (original receipts required)

Table 1: Fiscal Year 1		Firm per diem rate
T1.1	Professional fees for the individual assigned the responsibilities of the Chair	
T1.2	Professional fees for appraisal review services conducted by ARP members	
T1.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T1.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T1.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T1.6	Professional fees for administrative support personnel	

Fiscal year 2 - from April 1, 2021 to March 31, 2022

- Up to a maximum amount of \$_____ for professional fees
- Up to a maximum amount of \$_____ for travel expenses (original receipts required)

Table 2: Fiscal Year 2		Firm per diem rate
T2.1	Professional fees for the individual assigned the responsibilities of the Chair	
T2.2	Professional fees for appraisal review services conducted by ARP members	
T2.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T2.4	Professional fees for any other experts or specialists engaged in the	

	reviews of appraisals and valuation reports	
T2.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T2.6	Professional fees for administrative support personnel	

Fiscal year 3 - from April 1, 2022 to March 31, 2023

- Up to a maximum amount of \$_____ for professional fees
- Up to a maximum amount of \$_____ for travel expenses (original receipts required)

Table 3: Fiscal Year 3		Firm per diem rate
T3.1	Professional fees for the individual assigned the responsibilities of the Chair	
T3.2	Professional fees for appraisal review services conducted by ARP members	
T3.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T3.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T3.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T3.6	Professional fees for administrative support personnel	

Fiscal year 4 - from April 1, 2023 to March 31, 2024

- Up to a maximum amount of \$_____ for professional fees
- Up to a maximum amount of \$_____ for travel expenses (original receipts required)

Table 4: Fiscal Year 4		Firm per diem rate
T4.1	Professional fees for the individual assigned the responsibilities of the Chair	
T4.2	Professional fees for appraisal review services conducted by ARP members	
T4.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	
T4.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T4.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T4.6	Professional fees for administrative support personnel	

Fiscal year 5 - from April 1, 2024 to March 31, 2025

- Up to a maximum amount of \$_____ for professional fees
- Up to a maximum amount of \$_____ for travel expenses (original receipts required)

Table 5: Fiscal Year 5		Firm per diem rate
T5.1	Professional fees for the individual assigned the responsibilities of the Chair	
T5.2	Professional fees for appraisal review services conducted by ARP members	
T5.3	Professional fees for appraisal review services conducted by <i>Ad hoc</i> Appraisal Reviewers	

T5.4	Professional fees for any other experts or specialists engaged in the reviews of appraisals and valuation reports	
T5.5	Professional fees for the development of communications products, appraiser training courses, and ARP policy development	
T5.6	Professional fees for administrative support personnel	

ANNEX C SECURITY REQUIREMENTS CHECK LIST

1/4



Contract Number / Numéro du contrat 5000049907
Security Classification / Classification de sécurité UNCLAS

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine ECCC	2. Branch or Directorate / Direction générale ou Direction CWS - Protected Areas Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail ARP FOR ECP 2020-2025		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLAS



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Contract Number / Numéro du contrat 5000047907
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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	Secret	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Access / Renseignements / Accès / Production		✓														
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX D
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR**
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX E
NON-DISCLOSURE CERTIFICATION**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date