

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408 , Room 100**  
**167 Lombard Ave.**  
**Winnipeg**  
**Manitoba**  
**R3C 2Z1**  
**Bid Fax: (204) 983-0338**

## **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

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

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

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

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

### **Comments - Commentaires**

|  |  |
|--|--|
| <b>Title - Sujet</b><br>EC - Eureka Water Reservoir  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>ET025-130367/A   | <b>Date</b><br>2012-06-30                    |
| <b>Client Reference No. - N° de référence du client</b><br>EC-20130367   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$PWZ-104-8109   |  |
| <b>File No. - N° de dossier</b><br>PWZ-2-35069 (104)   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-08-13</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Central Daylight Saving<br>Time CDT   |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Sarna, Crystal  | <b>Buyer Id - Id de l'acheteur</b><br>pwz104 |
| <b>Telephone No. - N° de téléphone</b><br>(204) 983-4247 ( )   | <b>FAX No. - N° de FAX</b><br>(204) 983-7796 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>ENVIRONMENT CANADA<br>EUREKA WATER RESERVOIR<br>EUREKA HIGH ARCTIC WEATHER STN<br>EUREKA<br>NUNAVUT<br>X0A0G0<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### **Vendor/Firm Name and Address**

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

### **Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
P.O. Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

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

## **REQUEST FOR PROPOSAL (RFP)**

### **CONSULTING SERVICES - WATER RESEVOIR FOR ENVIRONMENT CANADA EUREKA STATION, EUREKA, NUNAVUT PROJECT: R.055428.001**

**PROPONENTS ARE HEREBY INFORMED THAT THIS PROCUREMENT IS  
SUBJECT TO THE NUNAVUT LAND CLAIMS AGREEMENT, ARTICLE 24 -  
GOVERNEMNT CONTRACTS**

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The following is intended to clarify the general structure of the whole document.

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Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwz104

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC-20130367

PWZ-2-35069

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Submission Requirements and Evaluation (SRE) (Annex D)

General Procedures & Standards (Annex E) (see ATT 1)

Project Brief / Terms of Reference (Annex F) (see ATT 2)

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## **SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

### **SI1 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads PWGSC to believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to PWGSC.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

### **SI2 PROPOSAL DOCUMENTS**

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI);  
R1410T (2011-05-16), General Instructions to Proponents (GI);  
Submission Requirements and Evaluation (SRE);
  - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Project Brief / Terms of Reference;
  - (d) the document entitled "General Procedures and Standards";

- (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
  - (f) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 as early as possible. Enquiries should be received no later than ten (10) calendar days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

### **SI4 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

### **SI5 CHANGES TO CLAUSE R1410T (2011-05-16) General Instructions to Proponents (GI)**

Section "GI Code of Conduct for Procurement" is deleted and replaced with the following:

#### **GI1 Code of Conduct and Certifications**

1. Proponents must comply with the Code of Conduct for Procurement. Furthermore, in addition to the Code of Conduct for Procurement, proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;

- 
- (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
2. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Proponent nor any of the Proponent's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Proponents further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon has been obtained, neither the Proponent nor any of the Proponent's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:
- section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Proponent's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Proponent that is charged or convicted, as the case may be.
5. The Contracting Authority will declare non-responsive any proposal in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. In circumstances where a proponent or any of the Proponent's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Proponent must provide with its proposal, a certified copy of confirming documentation from the Competition Bureau of Canada

indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.

7. The Proponent or any of the Proponent's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

## SI6 NUNAVUT LAND CLAIMS AGREEMENT

This procurement is subject to the Inuit of Nunavut Land Claims Agreement, Article 24 - Government Contracts.

[http://www.collectionscanada.gc.ca/webarchives/20071124140800/http://www.ainc-i-nac.gc.ca/pr/agr/pdf/nunav\\_e.pdf](http://www.collectionscanada.gc.ca/webarchives/20071124140800/http://www.ainc-i-nac.gc.ca/pr/agr/pdf/nunav_e.pdf)

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

### Contractor Selection

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

### Nunavut Settlement Area Bid Criteria

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

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

| BID CRITERIA   | AVAILABLE POINTS |
|--|------------------|
| The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area | 2 Points         |

|   |                  |
|---|------------------|
| The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract. | 5 Points         |
| The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit.                                 | 3 Points         |
| <b>TOTAL POSSIBLE POINTS</b>  | <b>10 Points</b> |

For purposes of interpretation:

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

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

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

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

Nunavut Tunngavik Incorporated

Telephone #: (867) 645-3199

P.O. Box 280

Facsimile #: (867) 645-3452

Rankin Inlet, N.W.T. X0C 0G0

### **Evaluation and Assessment - Submission Requirements**

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

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

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

The Bidder acknowledges that:

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

### **W0043T NLCA - Evaluation Criteria (1998/06/15)**

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



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

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

## **SI7. WORKERS COMPENSATION**

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
  - a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

## **SI8 - WEB SITES**

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

<http://laws.justice.gc.ca/en/E-5.401/index.html>

Federal Contractors Program (FCP)

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Lobbying Act

<http://laws.justice.gc.ca/en/L-12.4/?noCookie>

Contracts Canada

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

## TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:
  - (a) the Front Page and this Agreement clause;
  - (b) the General Terms, Conditions and Clauses, as amended, identified as:
    - R1210D (2011-05-16), GC1 - General Provisions
    - R1215D (2011-05-16), GC2 - Administration of the Contract
    - R1220D (2011-05-16), GC3 - Consultant Services
    - R1225D (2011-05-16), GC4 - Intellectual Property
    - R1230D (2011-05-16), GC5 - Terms of Payment
    - R1235D (2011-05-16), GC6 - Changes
    - R1240D (2011-05-16), GC7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
    - R1245D (2011-05-16), GC8 - Dispute Resolution
    - R1650D (2011-05-16), GC9 - Indemnification and Insurance
    - Supplementary Conditions
    - Agreement Particulars
  - (c) Project Brief / Terms of Reference;
  - (d) the document entitled "General Procedures and Standards";
  - (e) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (f) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
  
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

**<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>**

3. If there is a discrepancy between the wording of any documents that appear on the following 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) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
  - (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (c) this Agreement clause;
  - (d) Supplementary Conditions;
  - (e) General Terms, Conditions and Clauses;
  - (f) Agreement Particulars;
  - (g) Project Brief / Terms of Reference;
  - (h) the document entitled "General Procedures and Standards";
  - (i) the proposal.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 LIQUIDATED DAMAGES**

1. The contractor acknowledges that:
  - 1.1 the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
  - 1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
    - 1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
    - 1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

#### COMMITMENT

#### ASSIGNED POINT

2.1  
2.2  
2.3

3. The contractor acknowledges that the "Nunavut Representations":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

## **SC2 EMPLOYER/PRIME CONSULTANT:**

### **1. During the Design Stage**

a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:

i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

### **2. During the Construction Stage**

a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

### SC3 CHANGES TO CLAUSE R1210D (2011-05-16), GC 1 - General Provisions

Sections GC1.3 and GC1.4 are amended as follows:

Title and text of GC1.3 are deleted and the title "Not applicable" is inserted.

Text under subsection GC1.4.2 is deleted and replaced with "An assignment of the Agreement without such consent shall not relieve the Consultant or the assignee from any obligation under the Agreement, or impose any liability upon Canada."

Section GC1.13 Code of Conduct for Procurement is deleted and replaced with the following:

#### GC1.13 Code of Conduct and Certifications

1. The Consultant agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Consultant must comply with the terms set out in this section.
2. The Consultant certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Consultant nor any of the Consultant's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Consultant certifies that except for those offences where a criminal pardon has been obtained, neither the Consultant nor any of the Consultant's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
  - (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

- 
4. For the purpose of this section, business concerns, organizations or individuals are Consultant's affiliates if, directly or indirectly:

- (a) either one controls or has the power to control the other, or
- (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Consultant that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Consultant or any of the Consultant's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Consultant must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Consultant or any of the Consultant's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the contract, Canada reserves the right, pursuant to the default provision of the contract, to terminate the contract for default.

## AGREEMENT PARTICULARS

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

## ANNEX A - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

### I. Prime Consultant (Proponent - Senior Professional Civil/Municipal Engineer):

Firm or Joint Venture Name: .....

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Key Individuals and provincial professional licensing status and/or professional accreditation:

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### II. Key Sub Consultants / Specialists:

#### Professional Geotechnical Engineer

Firm Name: .....

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Key Individuals and provincial professional licensing status and/or professional accreditation:

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#### Senior Technologist

Firm Name: .....



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.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

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.....  
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**Technician**

Firm Name: .....  
.....  
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....  
.....  
.....  
.....  
.....

**Survey Party Chief**

Firm Name: .....  
.....  
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

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.....  
.....  
.....  
.....

Solicitation No. - N° de l'invitation

ET025-130367/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwz104

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

EC-20130367

File No. - N° du dossier

PWZ-2-35069

CCC No./N° CCC - FMS No/ N° VME

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## Professional Geotechnical Engineer

Firm Name: .....  
.....  
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....  
.....  
.....  
.....  
.....

## ANNEX B - DECLARATION/CERTIFICATIONS FORM

**Project Title:** Eureka Water Reservoir, Eureka High Arctic Weather Station  
**Project No.:** R.055428.001

**Name of Proponent:**

**Street Address:**

**Mailing Address**

(if different than street address)

**City:**

**City:**

**Prov./Terr./State:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:(    )**

**Fax Number: (    )**

**E-Mail:**

**Procurement Business Number:**

|   |   |
|---|---|
| <p><b>Type of Organization:</b></p> <p>_____ Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Corporation</p> <p>_____ Joint Venture</p> | <p><b>Size of Organization:</b></p> <p>Number of Employees _____</p> <p>Graduate Architects / Professional Engineers _____</p> <p>Other Professionals _____</p> <p>Technical Support _____</p> <p>Other _____</p> |
|---|---|

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## ANNEX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)

### Federal Contractors Program (FCP) - Certification

Pursuant to GI 12, The Proponent must complete the following certification.

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more);
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows:  
\_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site.

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## ANNEX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)

### Former Public Servant (FPS) - Certification

Contracts with 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 with FPS, proponents must provide the information required below.

#### 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, in the context of the fee abatement formula, 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 to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

Is the Proponent a FPS in receipt of a pension as defined above?

YES ( ) NO ( )

If so, the Proponent must provide the following information:

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

**Work Force Reduction Program**

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Proponent 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a proposal, the Proponent certifies that the information submitted by the Proponent in response to the above requirements is accurate and complete.

## ANNEX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)

### Name of Proponent:

#### DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

.....  
name signature

.....  
title  
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....  
name signature

.....  
title  
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....  
name signature

.....  
title  
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:\_\_\_\_\_.

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

This Appendix "B" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Appendix "B" is not completed and submitted with the proposal, the Contracting Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.



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## ANNEX C - PRICE PROPOSAL FORM

INSTRUCTIONS: Complete this Price Proposal Form and submit in a **separate sealed envelope** with the Name of Proponent, Name of Project, PWGSC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope. Price Proposals are not to include GST/HST.

PROPOSERS SHALL NOT ALTER THIS FORM

**Project Title:** Eureka Water Reservoir, Eureka High Arctic Weather Station  
**Project No.:** R.055428.001

**Name of Proponent:**

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**The following will form part of the evaluation process:**

---

### REQUIRED SERVICES

- ♦ **Fixed Fee** (R1230D (2011-05-16), GC 5 - Terms of Payment)

| SERVICES  | FIXED FEE      |
|---|----------------|
| Fixed fee for all required services (including all disbursements and travel related costs from consultants place of business to Eureka) | \$.....        |
| <b>MAXIMUM FIXED FEES</b>   | <b>\$.....</b> |

***NOTE: Meals and accommodations to a maximum of six (6) consultant's personnel while on site at Eureka, will be provided by Environment Canada at no cost to the consultant.***

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### TOTAL COST OF SERVICES FOR PROPOSAL EVALUATION PURPOSES

|                                 |         |
|---------------------------------|---------|
| Total Fee for Required Services | \$..... |
| Total Evaluated Fee             | \$..... |

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**ANNEX C - PRICE PROPOSAL FORM (CONT'D)**

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**The following will NOT form part of the evaluation process**

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Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

**THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS****Principals**

| Name  | \$ per hour |
|-------|-------------|
| ..... | \$.....     |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$.....     |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$.....     |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$ .....    |
| ..... | \$.....     |
| ..... | \$ .....    |
| ..... | \$.....     |
| ..... | \$ .....    |

Solicitation No. - N° de l'invitation

ET025-130367/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwz104

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC-20130367

PWZ-2-35069

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## ANNEX C - PRICE PROPOSAL FORM (CONT'D)

### Staff

| Name / Position | \$ per hour |
|-----------------|-------------|
| .....           | .....       |
| .....           | .....       |
| .....           | .....       |
| .....           | .....       |
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| .....           | .....       |
| .....           | .....       |

**END OF PRICE PROPOSAL FORM**

## ANNEX D - SUBMISSION REQUIREMENTS AND EVALUATIONS (SRE)

### 1. GENERAL SUBMISSION REQUIREMENTS

#### 1.1 FORMAT

The following format should be implemented when preparing the proposal.

- 1.1.1 Paper size - 216mm x 279mm (8.5" x 11").
- 1.1.2 Minimum font size - 10 point Times or equal.
- 1.1.3 Minimum margins - 12 mm left, right, top, and bottom.
- 1.1.4 Double-sided submissions are preferred.
- 1.1.5 One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper.
- 1.1.6 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

#### 1.2 ORDER

The order of the proposals should follow the order established in the RFP.

#### 1.3 ELECTRONIC TRANSMISSIONS

Due to the nature of this solicitation, complete hard copies of the technical proposal as well as the price proposal (in separate envelope), along with supporting information, are required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore will not be accepted.

Revisions to proposals may be sent electronically, however, in accordance with R1410T GI18.

### 2. SUBMITTAL REQUIREMENTS

2.1 Submit one (1) bound original plus three (3) bound copies of the proposal. Include, **in a separate envelope**, one (1) copy of the completed price proposal (Annex "C").

2.2 Maximum number of pages including text and graphics to be submitted for the rated requirements under SRE 4 is thirty (30) pages.

2.3 The following contents are not included as part of the maximum page limitation noted in 2.2.2:

- 2.3.1 Covering letter (optional - contents not evaluated);
- 2.3.2 Completed Consultant Team Identification Form; and
- 2.3.3 Completed and signed Declaration Form
- 2.3.4 Front page of the RFP Solicitation
- 2.3.5 Front page of revision(s) to the RFP
- 2.3.6 Price Proposal
- 2.3.7 Section Dividers not containing technical information

2.4 Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

### **3. MANDATORY REQUIREMENTS**

Failure to meet the following mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

#### **3.1 TECHNICAL AND PRICE PROPOSALS**

Technical and Price Proposals must be completed and received in the bid receiving unit prior to the date and time indicated in the solicitation document.

#### **3.2 PROPONENT AND TEAM IDENTIFICATION**

The proponent must state their firm's name, key Sub-Consultants, key Specialists and key personnel to be assigned to the project, along with their licensing and/or professional affiliation(s). An Example of an acceptable format for submission of the team identification information is provided in Annex "D" attached.

#### **3.3 DECLARATION FORM**

Proponents must complete, sign and submit the Declaration Form, provided in Annex "E" attached.

#### **3.4 MINIMUM SCORE**

Proponents must achieve a minimum rating of 50% for each technical criteria and a minimum overall Technical Score of 65%.

### **4. RATED REQUIREMENTS - TECHNICAL**

(Maximum possible total points - 90)

#### **4.1 PAST ACHIEVEMENTS ON PROJECTS (PROJECT TEAM)**

4.1.1 Describe the Proponent's accomplishments, achievements and experience as prime consultant on projects. Select three (3) projects undertaken to the construction completion stage, within the last five (5) years. Submissions from joint ventures are, together, not to exceed the two projects.

4.1.2 The description should contain the following:

- .1) An explanation on how each listed past project is comparable/relevant to the requested project.
- .2) A brief description and intent of each project including a discussion of design philosophy and approach to meet the intent, design challenges and resolutions.
- .3) An explanation of any variance in budget between the contract price & final construction cost, and how the variance was managed.
- .4) An explanation of any variance in project schedule control and management between the initial schedule and final completion date, and how the variance was managed.
- .5) Client references - provide the name, address, phone and fax of client contacts at a working level. References may be checked.

- .6) Names of key personnel responsible for project delivery.
- .7) Any awards received.
- .8) Any sustainable design issues addressed in each project.

#### 4.2 PAST ACHIEVEMENTS OF KEY PERSONNEL ON PROJECTS

- 4.2.1 Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.
- 4.2.2 Information on each team member should contain:
  - .1) Brief CV's of a maximum of two (2) senior project personnel of Prime Consultant's staff who will be assigned to this project.
  - .2) Brief CV's of a maximum of two (2) project personnel of each sub/specialist Consultant's staff who will be assigned to this project (if required).
  - .3) Professional accreditation, accomplishments, achievements, awards.
  - .4) Relevant experience, expertise, competence, number of years of experience.
  - .5) Role, responsibility and degree of involvement on past relevant projects.
  - .6) The extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the subject project.

#### 4.3 UNDERSTANDING OF THE PROJECT

- 4.3.1 The proponent is to demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.
- 4.3.2 Information that should be provided includes:
  - .1) Functional and technical requirements
  - .2) Broader goals (federal image, sustainable development, sensitivities, etc.)
  - .3) Significant issues, challenges and constraints
  - .4) Project schedule. Review schedule and assess risk management elements that may affect the project
  - .5) Cost planning and budgeting. Review cost information and assess risk management elements that may affect the project

#### 4.4 SCOPE OF SERVICES

4.4.1 The proponent is to demonstrate capability to perform the services and meet project challenges. The following information should be provided:

- .1) Scope of Services - detailed list of services that will likely be required on this project
- .2) Work Plan - example of a detailed breakdown of work tasks and deliverables
- .3) Project Schedule - example of a similar schedule, showing major milestones

#### 4.5 MANAGEMENT OF SERVICES

4.5.1 The following information should be included:

- .1) Project management approach to working with PWGSC and the Client Department.
- .2) An action plan of the services with implementation strategies and sequence of main activities (Work Breakdown Structure).
- .3) Quality control techniques.
- .4) Cost control techniques.
- .5) Communication strategies, including how the response time requirements will be met.

#### 4.6 TECHNICAL EVALUATION AND RATING OF SOLICITATION:

| MANDATORY CRITERION: |  | MET | NOT MET |
|----------------------|--|-----|---------|
| 1.                   | Technical and Price Proposals must be completed and received in the bid receiving unit prior to the date and time indicated in the solicitation document |     |         |
| 2.                   | Complete and Submit Team Identification information  |     |         |
| 3.                   | Complete and Submit a signed Declaration form  |     |         |
| 4.                   | Achieve a minimum rating of 50% for each technical criteria and a minimum overall technical score of 65%   |     |         |
| 5.                   | Provide Health and Safety documentation prior to contract award  |     |         |

Price envelopes will remain sealed and only the technical components of the proposals which are deemed responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

| Criterion                                      | Weight Factor | Rating | Weighted Rating |
|--|---------------|--------|-----------------|
| Past Achievements on Projects (Project Team)   | 2.0           | 0 - 20 | 0 - 20          |
| Past Achievements of Key Personnel on Projects | 3.0           | 0 - 10 | 0 - 30          |
| Understanding of the Project                   | 1.5           | 0 - 10 | 0 - 15          |
| Scope of Services                              | 1.5           | 0 - 10 | 0 - 15          |

|                          |      |        |         |
|--------------------------|------|--------|---------|
| Management of Services   | 2.0  | 0 - 10 | 0 - 20  |
| Technical Rating (Total) | 10.0 |        | 0 - 100 |

To be considered further, proponents Technical Submissions **must** achieve an individual technical criterion pass mark of 50%, and an overall Technical Score of 65%. (58.5 out of the total 90 available points) **No further consideration will be given to proponents submissions not achieving the minimum technical score(s).**

## 5. RATED REQUIREMENTS - PRICE PROPOSAL

(maximum possible points for Price Proposal - 10)

5.1 Refer to GI 7 as per R1410T and Price Proposal Form for pricing requirements.

5.2 Refer to GI 3 as per R1410T, item 3.2.5 for Price Proposal rating formula.

5.3 All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

5.4 No reference to cost is to be included in the Technical portion of the submission.

## 6. FINAL SELECTION

### 6.1 SELECTION PROCEDURE

Refer to GI 3 of the General Instructions as per R1410T for an overview of the Evaluation and Selection Procedure.

### 6.2 MAXIMUM POSSIBLE TOTAL POINTS

Total Scores will be established in accordance with the following:

| Rating             | Possible Range | % of Total Score | Score (Points) |
|--------------------|----------------|------------------|----------------|
| Technical Proposal | 0 - 100        | 90               | 0 - 90         |
| Price Proposal     | 0 - 100        | 10               | 0 - 10         |
| Total Score        |                | 100              | 0 - 100        |

### 6.3 RECOMMENDATION

The proponent receiving the highest Total Score combined (see 6.2 above) is the first entity that the Evaluation Board will recommend be approached in order to finalize details of an agreement for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be recommended.

## 7. PROPOSAL SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.



Solicitation No. - N° de l'invitation

ET025-130367/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwz104

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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Technical Submission:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Proposal                                    | - one (1) signed original plus three (3) copies |
| <input checked="" type="checkbox"/> Front page of RFP                           | - completed and signed                          |
| <input checked="" type="checkbox"/> Declaration Form                            | - completed and signed                          |
| <input checked="" type="checkbox"/> Team Identification Form                    | - completed                                     |
| <input checked="" type="checkbox"/> Front page(s) of any solicitation amendment | - acknowledged and signed                       |

In a separate envelope:

- |   |                                 |
|---|---------------------------------|
| <input checked="" type="checkbox"/> Price Proposal form<br>submitted in a separate envelope | - one (1) completed, signed and |
|---|---------------------------------|