



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**1550 D'Estimauville Avenue  
1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7**

**FAX pour soumissions: (418) 648-2209**

**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> Polyethylene (HDPE) Pre-Filter	
<b>Solicitation No. - N° de l'invitation</b> EE519-180136/A	<b>Date</b> 2017-05-09
<b>Client Reference No. - N° de référence du client</b> EE519-180136	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$BAL-001-17109	
<b>File No. - N° de dossier</b> BAP-7-40018 (001)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-05-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial	<b>Buyer Id - Id de l'acheteur</b> bal001
<b>Telephone No. - N° de téléphone</b> (418) 677-4000 (4159)	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Delivery Site / Lieu de Livraison : Port de Québec 150, rue Dalhousie, Québec (Québec) G1R 4M8 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**

TPSGC/PWGSC  
BFC Bagotville, CP 380  
CFB Bagotville, PO Box 380  
Bâtiment 62, local 112  
Building 62, Room 112  
Alouette  
Québec  
G0V1A0

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

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## HIGH DENSITY POLYETHYLENE (HDPE) PRE-FILTER

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts 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 and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement and the Basis of Payment.

## 1.2 Summary

(a) Requirement:

To manufacture and deliver a high density polyethylene (HDPE) pre-filter in accordance with the Requirement at Annex A.

(b) Client :

Publics Works and Government Services Canada for the Maurice-Lamontagne Institute of Fisheries and Oceans Canada.

(c) Emergency:

On April 9, 2017, a section of one of the two seawater filtration systems, located 2 km off the Maurice-Lamontagne Institute, Mont-Joli, Quebec, Canada, detached and made the system inoperative. Since this event, the saltwater supply to the experimental basins of the Institute's research programs is insufficient to meet the needs of the Department and its various external collaborators. The consequences of this major breakdown put in danger the achievement of the Department's research and science priorities, primarily for the Quebec region. The sectors affected by this breakdown include, among others, ecosystem research programs, aquaculture regulatory programs and climate change.

(d) Delivery Period:

Given the urgency, the pre-filter must be delivered within a maximum of thirty (30) calendar days after contract award.

(e) Delivery Site:

Port of Quebec  
150 Dalhousie Street  
Quebec, Quebec G1R 4M8  
Canada

(f) Trade Agreements:

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), the Agreement on Internal Trade (AIT), and the Chile, Colombia, Honduras, Korea, Panama, Peru Trade Agreements with Canada.

## 1.3 Debriefings

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation, and to the following address:

Your proposal can be transmitted by fax to # 418-648-2209 or by mail to the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

### 2.3 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.

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## 2.4 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

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## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **Exchange Rate Fluctuation**

SACC Manual Clause C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation.

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation..

#### **4.1.1 Financial Evaluation**

The total price of each bid will be established using the following criteria:

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Bidders must submit their prices DDP destination; Delivered Duty Paid.

### **4.2 Basis of Selection**

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

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

4.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

Notice: Numbering will be revised at contract award.

### **6.1 Requirement**

The Contractor must manufacture and deliver a high density polyethylene (HDPE) pre-filter, in accordance with the Requirement at Annex A.

### **6.2 Clauses and Conditions**

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

#### **6.2.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract until the end of the warranty period inclusive.

#### **6.3.2 Delivery Period**

All the deliverables must be received within a period of thirty (30) calendar days after the contract is awarded.

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## 6.4 Authorities

### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
 Title: Supply specialist  
 Telephone: 418-677-4000, ext.: 4159  
 E-mail address: Marial.Tremblay@pwgsc.gc.ca

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

### 6.4.2 Technical Authority

The Technical Authority for the Contract is:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

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### 6.4.3 Contractor's Representatives

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

(b) Delivery Follow up:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

## 6.5 Payment

### 6.5.1 Basis of Payment – Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot prices, as specified in Annex B for a cost of \$\_\_\_\_\_ (to be completed at contract award by PWGSC). Customs duties are included, and Applicable Taxes are extra.

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

### 6.5.2 SACC Manual Clauses

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor

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H1000C	2008-05-12	Single Payment
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## 6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.7 Certifications and Additional Information

### 6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.8 Applicable Laws

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

## 6.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_, amended on \_\_\_\_\_" (to be completed at contract award by PWGSC).

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### **6.10 Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Port of Quebec, 150 Dalhousie Street, Quebec, Quebec G1R 4M8, Canada, as per Incoterms 2000 for shipments from a commercial contractor.

### **6.11 Unloading**

The Contractor is responsible for the unloading of goods delivered once at the Port of Quebec.

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**ANNEX A - REQUIREMENT****A.1 ANNEX A**

Annex A must be inserted at this point and form part of this document.

- Note that Annex A included a sketch on the lateral structure required and Drawing No. QU-99199-M entitled "DEUX NOUVEAUX PRÉ-FILTRES / TWO NEW PREFILTERS".
  - The drawing is available as a blue print;
  - even if indicated two new prefilters on drawing, we want one (1) prefilter; and
  - the drawing has only a single sheet or page identified "C 2 / 2".

<i>drawing</i>		<i>dessin</i>	
DEUX NOUVEAUX PRÉ-FILTRES TWO NEW PREFILTERS			
<i>designed</i>		<i>conçu</i>	
DENIS GILBERT			
<i>date</i>			
<i>drawn</i>		<i>dessiné</i>	
GAETAN COTE			
<i>date</i>			
<i>approved</i>		<i>approuvé</i>	
GUY TURGEON, ing. Ms. A.			
<i>date</i>			
<i>Tender</i>		<i>Soumission</i>	
MARCEL VALOIS, ing.			
<i>PWC Project Manager</i>		<i>Administrateur de projets TPC</i>	
<i>drawing number</i>		<i>no. du projet</i>	
202486			
<i>drawing no.</i>	<i>no. de dessin</i>	<i>sheet no.</i>	<i>feuille no.</i>
QU-99199-M		C 2	/ 2

**ANNEX B - BASIS OF PAYMENT****B.1 Pricing**

- (a) Before submitting your prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) Please complete the last column of the following table:

Item	Description	Quantity	Unit	Firm Lot Price
1	High Density Polyethylene (HDPE) Pre-Filter <ul style="list-style-type: none"> <li>As per Annex A.</li> </ul>	1	lot	\$
2	Delivery at Destination <ul style="list-style-type: none"> <li>As per clause 6.10 Shipping Instructions - Delivery at Destination of this document.</li> </ul>	1	lot	\$
3	Unloading <ul style="list-style-type: none"> <li>As per clause 6.11 Unloading of this document.</li> </ul>	1	lot	\$
Total Value of the Contract:				\$

## ANNEX C - PRESENTATION OF YOUR BID

### C.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

Pagination of <u>Document 1 of 2</u> (document of only one page)	
Page 1 of 1 ↓	Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u> (document of 19 pages)	
Page 5 ↓	Bidders must submit their bid only to the address indicated in clause <b>2.2 Submission of Bids</b> .
Page 9	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>
Page 10	<u>Applicable only if an offence has been committed</u> Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .
Page 10	Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> .  ➤ Please refer to section " <b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b> " of the following Web site: <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>
Page 14	Bidders should submit with their bid, clause <b>6.4.3 Contractor's Representatives</b> properly completed.
Page 18	Bidders must include with their bid, <b>Annex B - Basis of Payment</b> duly completed.