

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

Title - Sujet DRUMMED FUEL STORAGE SY	
Solicitation No. - N° de l'invitation K4A22-122218/A	Date 2012-07-06
Client Reference No. - N° de référence du client K4A22-122218	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-616-60806	
File No. - N° de dossier hs616.K4A22-122218	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-24	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Robertson, Kim	Buyer Id - Id de l'acheteur hs616
Telephone No. - N° de téléphone (819) 956-3876 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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
Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - I	Nunavut Eastern Arctic Shipping Inc., Valleyfield, Quebec	K4A22	DEPARTMENT OF THE ENVIRONMENT 335 RIVER RD ATT: NATALIE BOULANGER OTTAWA Ontario K1A0H3 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	PURCHASE OF DRUMMED FUEL STORAGE SYSTEMS PURCHASE OF A RIGID CONTAINMENT SYSTEM FOR DRUMMED FUEL STORAGE SYSTEM AS PER STATEMENT OF WORK IN ANNEX A.	D - 1	K4A22	3	Each	\$	\$		See Herein	
2	Option Quantity - Drummed Fuel Storage The requirement includes an option to purchase up to Two (2) DRUMMED FUEL STORAGE SYSTEMS as described in the Statement of Work at Annex A and related items to be exercised within twelve (12) months from the effective date of the contract.	D - 1	K4A22	2	Each	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed in the Statement of Work in Annex A and the "Line Item Detail".

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15)** working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

Subsection 12 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 1. (a) and (b)

Insert: 1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than **seven (7)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. 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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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 are encouraged to:

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in the “Line Item Detail” only.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

3. SACC Manual Clauses

3.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

Section III: Certifications and Additional Information

1. Certifications

Bidders must submit the certifications required under Part 5.

2. Additional Information

Canada requests that bidders submit the following information:

2.1 Delivery

While delivery is requested by September 30, 2012, Bidders should indicate the best delivery that could be offered in the "Line Item Detail".

2.2 Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name: _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

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 Bid

1.1.1 Mandatory Technical Evaluation Criteria

Bidders must demonstrate they have a minimum of two (2) years of experience in manufacturing similar rigid containment systems as specified in Annex A - Statement of Work. Bidder must provide a description and delivery date of the manufactured rigid containment system.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax

(819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Bidder 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, and/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), in which case a duly signed certificate of commitment is attached;

(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.)

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the item detailed in the Statement of Work in Annex A and the "Line Item Detail".

2.1 Technical Changes

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. A contract amendment or a completed Design Change/Deviation form will be issued.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual, issued by Public Works and Government Services Canada (PWGSC).

3.1 General Conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the delivery as detailed under the "Line Item Detail".

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kim E. Robertson
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street
Gatineau, QC K1A 0S5
Telephone : 819-956-3876

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Buyer ID - Id de l'acheteur

hs616

CCC No./N° CCC - FMS No/ N° VME

K4A22-122218

Facsimile: 819-956-5227

E-mail address: kim.e.robertson@pwgsc-tpsgc.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.

5.2 Procurement Authority

The Procurement Authority for the contract is:

Name _____ *To be inserted by PWGSC*

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is:

Name _____ *To be inserted by PWGSC*

Address: _____

Telephone: _____

Facsimile: _____

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.

5.3.1 Inspection

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative at destination. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5.4 Contractor's Representatives

General enquiries

Name: **to be inserted by PWGSC** _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: **to be inserted by PWGSC** _____

Telephone No. : _____

Facsimile No. : _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra, as specified in the "Line Item Detail".

6.1.2 Optional Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, FCA Free Carrier, at Contractor's Canadian facility or the Contractor's Canadian distribution point, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	30/11/07
C6000C	Limitation of Price	16/05/11
H1001C	Multiple Payments	12/05/08

6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

7. 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 on the invoice is completed.
2. Invoices must be distributed as follows:

-
- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Carl Carroll, FMA/SMA
Property Management, Environment Canada
Corporate Services Branch
335 River Road
Ottawa, Ontario
K1A 0H3

8. Certifications

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.

8.1 Testing

The containment sump area must be water tested and certified by the seller or manufacturer prior to delivery. Copies of the certification must be provided to the Technical Authority.

Send to: to be inserted by PWGSC

8.2 Photographs

Four (4) digital photographs of the finished Storage System, one from each side, must be submitted to the Technical Authority prior to delivery. The photos must be clear and of a high resolution to show details. Send to: to be inserted by PWGSC

9. Applicable Laws

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

10. 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) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
 (c) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

11. SACC Manual Clauses

SACC Reference	Title	Date
G1005C	Insurance	12/05/08

12. Shipping Instructions - Delivery and Destination - FIRM Quantity

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. **The Contractor must deliver the goods by appointment only.** The Contractor or its carrier must arrange delivery appointments by contacting the Technical Authority (in Part 6, section 5.3). The consignee may refuse shipments when prior arrangements have not been made.

Contact for appointment and inspection:

to be inserted by PWGSC

The cargo must be consigned as :

"Station Program Manager, Environment Canada Weather Station, Eureka via Nanisivik"

Delivery Address:

NEAS Marine Terminal

950 Cadieux Blvd.

Port of Valleyfield,

Valleyfield, Quebec

J6T 6L4

Tel: (613) 990-8376 Attn: Carl Carroll

13. Shipping Instructions (Optional Quantity)

1. Delivery will be FCA Free Carrier at the Contractor's Canadian facilities or the Contractor's Canadian Distribution Point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by Environment Canada. Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Contact for shipping instructions:

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File No. - N° du dossier

hs616K4A22-122218

Buyer ID - Id de l'acheteur

hs616

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

K4A22-122218

CCC No./N° CCC - FMS No/ N° VME

to be inserted by PWGSC

Annex A – Statement of Work
RIGID CONTAINMENT SYSTEM
(Fuel Drum Storage with Elevated Grating)

The Rigid Containment System (RCS) is designed as an industrial secondary containment sump.

Exterior dimensions: 9' x 40' x 6.5" (not including exterior ramps)

Sump dimensions: 8.5' x 39.5' x 6"

Sump Capacity w/ grating and substructure: 750 gallons

The containment system must include an elevated grating that sits flush with the top rail of the perimeter wall. This grating must be supported via a permanently welded steel substructure that is coated to the same requirements as the containment sump itself, which is an epoxy coat to a thickness of .040 inches minimum to ensure total coverage and impact/abrasion resistance. The grating must be rated to handle the weight of two vertical stacks of 55 gallon drums full of diesel fuel or similar, in a tightly packed configuration which consists of 4 barrels per pallet (4'X4'), stacked 2 high, and weighing approximately 4000lbs. The grating must also be rated to handle the weight of the 4 wheeled forklift/telehandler equipment plus a pallet of 4 fifty five gallon fuel drums, that will be required to drive up onto the grating in order to place/remove the fuel drums. The telehandler weighs approximately 33,850lbs and the load of a pallet with 55 gal drums weighs approximately 2000lbs for a total weight of 35,850lbs.

The containment sump must be a one piece design. There must be no welding, bolting or sealing using epoxies, gaskets or adhesives required in order to join smaller containment sumps together at the time of installation once delivered on site, in order to obtain the 40' length of containment sump desired.

The containment sumps must include easily detachable exterior ramps for machinery access to containment sumps. The exterior ramps are fabricated integral to the containment sump and are coated to the same requirements as the containment sump itself.

The containment sump area must be water tested and certified by the seller or manufacturer prior to installation at the customer's site. Copies of certification to be provided to customer.

The containment pan must be constructed of steel a minimum 1/4" thick all locations.

The perimeter walls of the containment sump must be constructed of C Channel reinforced with 1/4" gussets at least every 24" in the opening of the C. The channel must be placed on top of the plate floor and welded continuously on the interior interface for fluid tight purposes, and along the exterior interface for strength and rigidity to the floor.

The containment pan must include 8 drain ports, two per corner, with 2"NPT Nipples and caps for drainage purposes and must be equipped with a form of filtration system to remove hydrocarbon contamination from the water portion of accumulated sump fluids. PVC valves, couplings, caps, or plugs must NOT be used because of their brittle nature over temperature and vehicle contact.

The containment pan must include at least 4 lifting rings spaced about the center of gravity for offload and for movement should the customer relocate the unit.

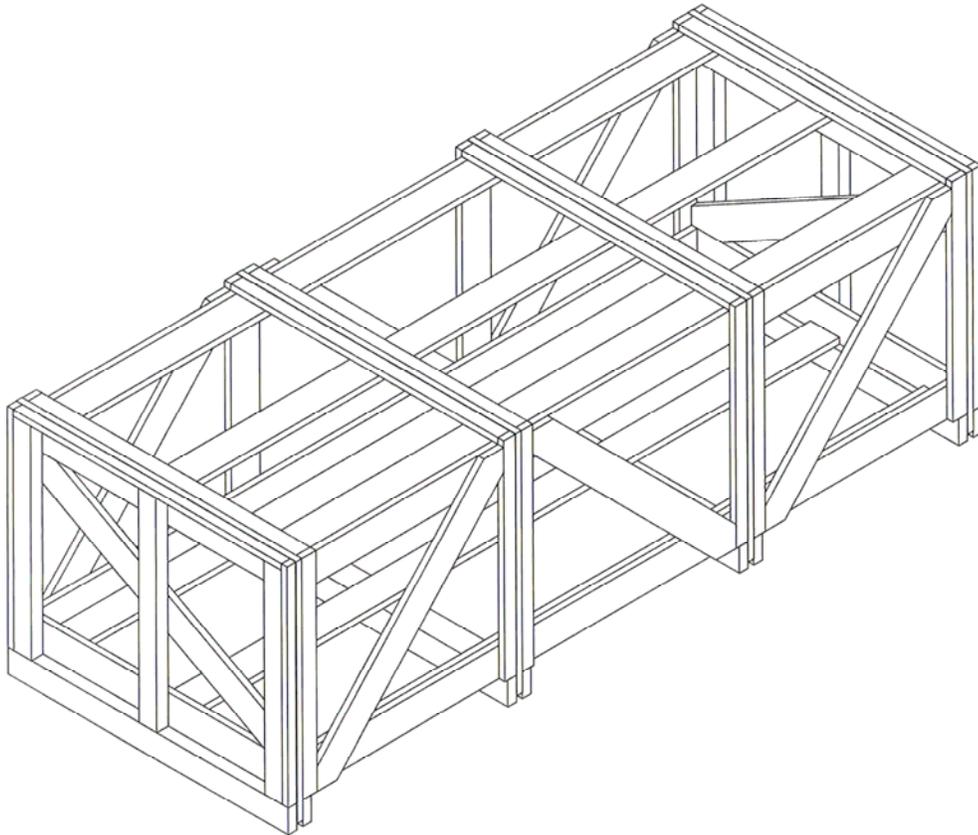
Top facing surfaces that come in contact with the vehicle tires must be painted with an epoxy coat to a thickness of .040 inches minimum to ensure total coverage and impact/abrasion resistance. All other vertical surfaces must use the same epoxy coating system, to thickness of 8 mils minimum. The epoxy system must be chemically resistant to petroleum fuels such as diesel, kerosene, and aviation fuels. The exterior must be dark in color to ensure visibility of pan during winter months for snow removal purposes.

Containment pan bottom must be coated with a rust inhibiting, thixotropic corrosion resistor such as Z Tech's solvent based, underbody coat to protect against the asphalt, concrete, or granule resting surface.

Annex x – Preparation for Delivery

The Contractor must prepare the goods for delivery in accordance with the following Open Crate instructions:

- All cargo must be export packed and unitized for handling with a forklift.
- Each piece must be clearly identified showing the destination, the weight, and the consignee's name.
- Shipments must be accurately documented identifying the shipper (see note 1), the consignee, the booking number (see note 1), the description of the cargo and the weight and measurements of each piece.
- Boxes, crates, pallets, bundles, etc ... must be strapped and of sufficient strength and design to safely withstand multiple stacking without sagging.



Acceptable crate material :

- Softwood lumber of different sizes depending on the weight of the merchandise.
- Steel strapping 3/4" to 1 1/4" as warranted.
- Edges to be protected with lumber of various sizes as warranted however not less than 1" x 3".
- Assembled with spiral nails 2" to 4" as warranted.
- 4" x 4" runners are required at every 4' subject to a minimum of 3 runners per crate.

Note1:

The information regarding the destination, the shipper and booking number will be provided by PWGSC after Contract award.