

**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> Fuel Tank Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W0118-12S002/A	<b>Date</b> 2012-11-30
<b>Client Reference No. - N° de référence du client</b> W0118-12S002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-014-8309	
<b>File No. - N° de dossier</b> WPG-2-35138 (014)	<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 2012-12-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<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> Fagan, Mike	<b>Buyer Id - Id de l'acheteur</b> wpg014
<b>Telephone No. - N° de téléphone</b> (204) 983-6103 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BCE CONTRACTS OFFICE BLDG P101 CFB SHILO SHILO MANITOBA R0K2A0 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  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Delivery Required - Livraison exigée</b> See Herein	<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, the Task Authorization Form 626, and the Task Authorization Reporting Form.

### **2. Summary**

A Task Authorization Contract is required to provide all labour, materials, equipment, transportation and supervision required for testing/inspection services of underground and aboveground storage tanks on a monthly basis and new installations, re-installations, tank procurements, repairs, maintenance, modifications, and/or removal or disposal of fuel storage tank systems, waste petroleum based tank systems and components of both gasoline and diesel dispensing systems on an as and when required basis for the Department of National Defence at Canadian Forces Base Shilo, Manitoba.

The contract will be for a one (1) year period, with two (2) additional one (1) year option periods.

Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

The requirement is limited to Canadian goods and/or services.

### **3. Debriefings**

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

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## 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* (<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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

### 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 in writing to the Contracting Authority no later than three (3) 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 Manitoba.

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.

## 5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 6. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Thursday, 13 December 2012, at 13:00 CST**, at Canadian Forces Base Shilo, Manitoba. Bidders are requested to communicate with the Contracting Authority three (3) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid ( two hard copies )

Section II: Financial Bid ( one hard copy )

Section III: Certifications ( one 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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 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.

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "C". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

#### 1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work described in Annex "A" and Annex "B".
- b) Certification confirming Contractor is a "Licensed Petroleum Technician (LPT)" with the Province of Manitoba.

#### 1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

### 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.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### **2. Additional Certifications Precedent to Contract Award**



The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

## 2.1 Federal Contractors Program - Certification

### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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

## 2.2 Former Public Servant 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, bidders 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 payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

## Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **Yes ( ) No ( )**

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force 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 bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### 2.3 Canadian Content Certification

#### 2.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

2.3.1.1 This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

## PART 6 - INSURANCE REQUIREMENTS

### 1.0 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the bid, 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.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statements of Work in Annex "A" and Annex "B".

### 1.2 Task Authorization

A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ TBD, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

#### 1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

## 1.2.4 Periodic Usage Reports - Contracts with Task Authorization

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex "F"**. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

#### For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized TAs.

## 1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **2. Standard Clauses and Conditions**

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

### **2.1 General Conditions**

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **3. Term of Contract**

### **3.1 Period of Contract**

The period of the Contract is for a one year period from date of Contract award inclusive.

### **3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract Amendment.

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mike Fagan  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue  
Winnipeg, MB. R3C 2Z1

Telephone: 204 983-6103  
Facsimile: 204 983-7796  
E-mail address: [mike.fagan@pwgsc-tpsgc.gc.ca](mailto:mike.fagan@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.

## 4.2 Project Authority

The Project Authority for the Contract is:

### To Be Announced

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 4.3 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email address: \_\_\_\_\_

## 5. Payment

### 5.1 Basis of Payment - Firm Price

For the Work described in Annex C, Scheduled Services, Pricing Schedule 1:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$To Be Determined. Custom duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, 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.

### 5.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex C, As and When Required Services, Pricing Schedule 2, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 5.3 Limitation of Expenditure

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

#### **5.4 Limitation of Price**

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

#### **5.5 Monthly Payment**

SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### **5.6 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C0504C (2010-01-11), Overtime  
 C0710C (2007-11-30), Time and Contract Price Verification  
 C0711C (2008-05-12), Time Verification

### **6. Invoicing Instructions**

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.

### **7. Certifications**

- 7.1 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.

#### **7.2 SACC Manual Clauses**



A3060C (2008-05-12), Canadian Content Certification

## **8. Applicable Laws**

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

## **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 general conditions 2035 (2012-07-16) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work - Monthly Maintenance and Installation of Fuel and Waste Storage Tanks Systems and Components;
- (d) Annex B, Statement of Work - Annual Testing of Underground and Aboveground Storage Tanks;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any); and
- (h) the Contractor's bid dated To Be Determined.

## **10. SACC Manual Clauses**

A9039C (2008-05-12), Salvage  
A9062C (2011-05-16), Canadian Forces Site Regulations  
B1501C (2006-06-16), Electrical Equipment

## **11. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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**ANNEX A**  
**STATEMENT OF WORK - MONTHLY MAINTENANCE AND INSTALLATION OF FUEL AND WASTE STORAGE TANKS SYSTEMS AND COMPONENTS**

**1. Description of Work**

1.1 To provide all labour, materials, equipment, transportation and supervision required for testing/inspection services of underground and aboveground storage tanks on a monthly basis and new installations, re-installations, tank procurements, repairs, maintenance, modifications, and/or removal or disposal of fuel storage tank systems (see Appendix 1), waste petroleum based tank systems (see Appendix 2) and components of both gasoline and diesel dispensing systems on an as and when required basis for the Department of National Defence at Canadian Forces Base Shilo, Manitoba.

1.2 Work included in this Contract but is not necessarily confined to the following:

- 1.2.1 Inspection services are required on a monthly basis. Inspection services are to include the items listed in the inspection report attached as Appendix 3, "Bulk Fuel Installation Inspection".
- 1.2.2 Repair, maintenance or modification to gasoline and diesel fuel dispensing pumps, including hoses, nozzles, reels, cabinets, filters, "Computrol" card lock fuel metering system, pumps, piping, valves and motors on an as and when required basis.
- 1.2.3 Repair and maintenance of waste allied fuel, oil and coolant tanks on an as and when required basis.
- 1.2.4 New installation or replacement of fuel storage tank systems or components on an as and when required basis.
- 1.2.5 Procurement of new fuel storage or waste fuel/oil/coolant tanks on an as and when required basis.
- 1.2.6 Removal and/or disposal of:
  - .1 Fuel tank systems, tanks or components; or
  - .2 Waste allied fuel, oil or coolant systems, tanks or components.
- 1.2.7 It will be the Contractor's responsibility to report in writing to the Engineer dangerous or adverse conditions existing at the time of his servicing which may cause bodily harm, cause a major breakdown of this equipment and all findings of each leak test performed on all underground tanks and piping.

**2. Codes**

2.1 Perform work in accordance with:

- 2.1.1 Canadian Environmental Protection Act (CEPA), 1999.
- 2.1.2 Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, SOR/2008-197.
- 2.1.3 Storage and Handling of Petroleum Products and Allied Products Regulation, MR188/2001.

2.1.4 Canadian Council of Ministers of the Environment (CCME) Environment Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products (2003).

2.1.5 National Building Code of Canada 2010.

2.1.6 National Plumbing Code of Canada 2010.

2.1.7 National Electrical Code, latest edition.

2.1.8 National Fire Code of Canada 2010.

### **3. Definitions**

#### **3.1 Engineer:**

3.1.1 Reference to Engineer or Project Authority must be construed as that person responsible for overlooking the contract's inspection and progress.

3.1.2 This person must be designated at the time of contract award or pre-startup meeting prior to work commencing.

### **4. "Environmental" Policy**

4.1 In accordance with Canadian Forces Base Shilo's "Shilo Environmental" policy, the Contractor must propose "environmentally safe" products for those materials required in the performance of the Contract. The Contractor must submit product data and Material Safety Data Sheet (MSDS) for all "environmentally safe" products as requested by Engineer. All materials considered as "environmentally safe" material must be approved by the Engineer prior to use.

### **5. Existing Services**

5.1 Where work involves breaking into or connecting to existing services, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic.

5.2 Before commencing work, establish location and extent of services lines in area of work and notify Engineer of findings.

### **6. Interference and Security**

6.1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Engineer to facilitate execution or work.

6.2 Where security has been reduced by work of contract, provide temporary means to maintain security.

6.3 Provide temporary barriers or warning signs in locations where work is adjacent to areas used by others and when requested by the Engineer.

## **7. Petroleum Technician Qualification**

7.1 Any work that involves the construction, alteration, removal, precision leak testing, or maintenance of electronic leak detection equipment in this Contract must be done by a "Licensed Petroleum Technician (LPT)" with the Province of Manitoba.

## **8. Hours of Work**

8.1 The Contractor must comply with the normal hours of work in effect at the site during the period of the Contract.

## **9. Building Smoking Environment**

9.1 There will be NO SMOKING within any Base Building, POL Compound or Ammo Compound at any time.

## **10. Safety Requirements**

10.1 Observe safety measures of the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations; Storage and Handling of Petroleum Products and Allied Products Regulations; CCME Guidelines; all the latest National Building Codes (2010); Workplace Safety and Health; and the Workers' Compensation Board. If in any case of conflict or discrepancy between two or more, the more stringent requirements must apply.

10.2 Contractor is aware of, and accepts, the appropriate safety and health jurisdiction to which he is working in. Contractor accepts the responsibility to comply with the specified provincial and federal regulatory instruments, as appropriate, and to ensure that all subcontractors do likewise.

10.3 Contractor is responsible for all subcontractors with respect to safety and health issues and must be deemed as "site coordinator" to facilitate employer/contractor coordination.

10.4 DND owned equipment, devices, tools, machinery and personal protective equipment (PPE) must not be used.

10.5 WHMIS:

10.5.1 Comply with requirements of Workplace Hazardous Materials information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada and Health and Welfare Canada.

10.5.2 Deliver copies of MSDS data sheets to Engineer on delivery of materials.

## **11. Power and Water Supply**

11.1 DND may provide, free of charge, temporary electric power and water.

11.2 Contractor must request permission to use DND power and water and to confirm hookup methods.

## **12. Fire Safety Requirements**

12.1 Contractor must be aware of the location of nearest fire alarm box and telephone, including the emergency phone number.

12.2 Report immediately all fire incidents to the Fire Department as follows:

12.2.1 Activate nearest fire alarm box; or

12.2.2 Telephone: PMQ Area 911 and Base Area 911

12.3 Person activating fire alarm box is to remain near on site to direct Fire Department to scene of fire.

12.4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

12.5 Fire protection and alarm system will not be:

12.5.1 Obstructed.

12.5.2 Shut-off.

12.5.3 Left inactive at the end of a working day or shift without authorization from Fire Department.

12.6 Portable extinguishers must be installed and maintained for the duration of the intended work in conformance with Part 6 of the National Fire Code of Canada.

12.7 In addition to the requirements stated above, portable extinguishers must be provided adjacent to:

12.7.1 cutting or welding operations;

12.7.2 areas where combustibles are stored;

12.7.3 any internal combustion engines;

12.7.4 areas where flammable liquids or gases are stored or handles;

12.7.5 temporary oil or gas fired equipment; and

12.7.6 any fuel fired or electrical heating equipment.

12.8 The minimum rating for extinguishers in Sentences (1) and (2) must be:

12.8.1 2-A:10-BC on movable equipment,

12.8.2 4-A:40-BC in all other locations.

12.9 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Department.

12.10 Remove all rubbish from the work site at the end of the work day or shift or as directed by Engineer or Fire Department.

12.11 Storage of oily waste must be in approved receptacles to ensure maximum cleanliness and safety.

12.12 Deposit greasy or oil rags and materials subject to spontaneous combustion in an approved receptacles and remove as required.

12.13 The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.

12.14 A fire watch, either 24 hour or periodic may be required and will be at the discretion of the Engineer or Fire Department.

### **13. Environmental Protection**

#### **13.1 Disposal of waste:**

13.1.1 Do not bury rubbish and waste materials on site.

13.1.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into storm or sanitary sewers.

#### **13.2 Inspection:**

13.2.1 From time to time, the project site must be inspected to ensure compliance with federal, provincial and local environment requirements.

13.2.2 All spills reported are subject to inspection by the Base Environmental Officer and the Engineer to confirm clean-up and disposal have been carried out satisfactorily.

### **14. Cleaning**

#### **14.1 General:**

14.1.1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

14.1.2 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

14.1.3 Provide adequate ventilation. Use of building ventilation systems is not permitted for this purpose. Engineer to confirm clean-up and disposal have been carried out satisfactorily.

### **15. Design and As-Built (Record) Drawings**

15.1 Design drawings and as-built (record) drawings must bear stamp and seal of a professional Engineer as outlined in the "Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, SOR/2008-197".

15.2 Provide the Engineer with one set of as-built record drawings which clearly mark, as the job progresses, all changes and deviations from the original scope of work in "red ink". This is to be shown on the Contract Drawings so that on completion of the job, the exact "as-built" location will be recorded.

### **16. Shop Drawings**

16.1 Shop drawings must be provided to the Engineer for review and approval to illustrate the details and/or materials used specific to the project requirements prior to installation.

### **17. Product Data and Samples**

17.1 Product Data: manufacturer's catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products are to be provided to the Engineer for material required in the performance of the Contract.

### **18. Material**

18.1 All materials must be of the same type, style and manufacturer as those removed unless otherwise specified in writing by the Engineer. If this is not possible, submit proposed material replacement of equal or exceed same in quality to Engineer for his written approval.

18.2 All new material supplied must be in accordance to applicable Federal and Provincial codes, CSA and installed in accordance with manufacturer's specifications.

## **19. Acceptability of Materials**

19.1 The acceptance of materials other than those specified must be determined by the Base Engineering Officer.

19.1.1 Request for acceptance of non-specified materials must be submitted in writing to:

Engineering Services Branch  
Base Engineer Officer  
P.O. Box 5000, Station Main  
Shilo, MB R0K 2A0

and/or phone: 765-3000 ext.3122

19.2 Request must be supported with sufficient product information to enable the Engineer to make an assessment.

## **20. Operation and Maintenance Manual**

20.1 Submit three (3) copies of Operations and Maintenance Manuals for all newly installed materials and/or alterations to existing systems or components.

## **21. Work Completion Certificate**

21.1 Contractor must provide a copy of a signed and dated "Work Completion Certificate" to the Engineer confirming work was completed to the specifications and drawings and done in accordance with all relevant Federal and Provincial codes and regulations.

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## **ANNEX B**

### **STATEMENT OF WORK - ANNUAL TESTING OF UNDERGROUND AND ABOVEGROUND STORAGE TANKS**

#### **1.0 Introduction**

1.1 Purpose: This Statement of Work (SOW) has been developed by the Department of National Defence (DND) to solicit contracting services to complete annual testing on underground and aboveground storage tanks at Canadian Forces Base/Area Support Unit (CFB/ASU) Shilo.

#### **2.0 Objective**

2.1 The Contractor is required to carry out annual testing on storage tanks at CFB/ASU Shilo. The project will include the following:

- Pressure Testing of underground storage tank systems and testing of overfill protection devices;
- Underground lines testing from the above ground fuel tank transition sumps to the dispensers on the islands;
- Automatic Temperature Compensator ( ATC) testing;
- Precision leak test 6 underground storage tanks;
- Test calibration of pump meters on 2 aboveground storage tanks;
- Leak alarm test 6 underground storage tanks;
- Test sump alarms on 5 aboveground storage tanks;
- Check vacuum at 4 aboveground storage tanks and test vacuum if required;
- Check vacuum alarm associated with aboveground storage tank at L107;
- Production of a final report of services.

The work to be done by the Contractor under this SOW will include the furnishing of all management, supervision, laboratory facilities, labour, materials, equipment, tools, supplies, overhead, disbursements and other incidentals necessary for the satisfactory performance and completion of all work as hereinafter specified.

#### **3.0 Scope of Work**

3.1 Approach: The project will meet the objectives laid out in the SOW taking a logical, structured, and cost effective approach.

3.2 Tank Testing: All work under this Statement of Work must be completed by a Contractor who is certified as a "Licensed Petroleum Technician" by the Province of Manitoba for the testing listed within this SOW. Additionally, all testing must be completed in accordance with the "Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008" and the CCME Guidelines.

The contractor will complete the aboveground and underground storage tank testing noted above in section 2.1 as per the following tables. These tables are subject to additions and deletions. The results of the tests and any additional findings will be documented in a final report of services.



**Pressure and Alarm Test**

PRIN No:	Tank Type	Contents	Capacity (L)	ULC Serial No:	Building Location
K-1170	Underground	Waste Coolant	5000	Unknown	G-400
K-1171	Underground	Waste Oil	5000	Serial # R2900214	G-400
K-11573	Underground	Waste Oil	2500	ULC#-unknown, Serial # B174405C	N-133
K-11576	Underground	Waste Coolant	2500	ULC#- unknown, Serial # B174406C	N-133
K-11577	Underground	Waste Oil	2500	ULC#- unknown, Serial # B174407C	N-133
K-11578	Underground	Waste Coolant	2500	ULC#- unknown, Serial # B174408C	N-133

**Vacuum Check (Test if required)**

PRIN No:	Tank Type	Contents	Capacity (L)	ULC Serial No:	Building Location
K-11568	Aboveground	Diesel	50000	ULC-S601, Serial # 131C	L-107
K-14866	Aboveground	Diesel	2200	ULC-S601, Serial # 105C	A-128
K-14867	Aboveground	Unleaded Diesel	2200	ULC-S601, Serial # 104C	A-128
K-11581	Aboveground	Diesel	2200	ULC-1	L-148

**Test Vacuum Alarm**

PRIN No:	Tank Type	Contents	Capacity (L)	ULC Serial No:	Building Location
K-11568	Aboveground	Diesel	50000	ULC-S601, Serial # 131C	L-107

**Test Sump Alarms**

PRIN No:	Tank Type	Contents	Capacity (L)	ULC Serial No:	Building Location
K-1160	Aboveground	Unleaded Gasoline	75000	ULC-CAN4-S601, Serial # B174061C	N-132
K-1161	Aboveground	Diesel	75000	ULC-CAN4-S601, Serial # 45C	N-132
K-1163	Aboveground	Diesel	25000	ULC-CAN4-S601, Serial # 157C	N-132
K-1165	Aboveground	Diesel	50000	ULC-CAN4-S601, Serial # 157C	N-132
K-1162	Aboveground	Unleaded Gasoline	75000	ULC-174062C	L-125

**Calibrate Pumps/Meters**

<b>PRIN No:</b>	<b>Tank Type</b>	<b>Contents</b>	<b>Capacity (L)</b>	<b>ULC Serial No:</b>	<b>Building Location</b>
K-14866	Aboveground	Diesel	2200	ULC-S601, Serial # 105C	A-128
K-14867	Aboveground	Unleaded Gasoline	2200	ULC-S601, Serial # 104C	A-128

**4.0 Deliverables and Reporting Requirements**

4.1 The Contractor must submit a Final Report to the Engineer upon completion of the work. The Contractor will submit two hard copies of the final report to detail the results of the tests performed and any other information gathered during the Work (see Appendix 3, Inspection Report). The reports are to be prepared in English.

**5.0 Timeline**

The Contract must commence upon award. Deliverables must be submitted to DND based on the following milestones:

<b>Deliverable</b>	<b>Required Completion Date</b>
1) Field work: Storage Tank Testing	1) July/August 2014
2) Final: Final Report	2) September 2014

## ANNEX C BASIS OF PAYMENT

### 1.0 INSTRUCTIONS

1.1. It is **MANDATORY** that bidders submit firm all inclusive prices/rates for the period of the proposed contract in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Proposal.

1.2. Should there be an error in the extended pricing of the bidder's proposal, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bidders' proposal will be changed to reflect the quantities stated in the RFP. The quantities specified below are provided for evaluation purposes only.

1.3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

### 2.0 SCHEDULED TESTING/INSPECTION SERVICES (as per ANNEX "A" and ANNEX "B", STATEMENTS OF WORK)

#### 2.1 PRICING SCHEDULE 1:

**For a one year period from date of Contract award**

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly inspection service rate as per Annex "A", Statement of Work	12	month	\$	\$
2	Firm all inclusive annual inspection service rate as per Annex "B", Statement of Work	1	year	\$	\$
				Subtotal A (sum Items 1 to 2)	\$

#### Option Year One

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly inspection service rate as per Annex "A", Statement of Work	12	month	\$	\$
2	Firm all inclusive annual inspection service rate as per Annex "B", Statement of Work	1	year	\$	\$
				Subtotal B (sum Items 1 to 2)	\$

#### Option Year Two

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly inspection service rate as per Annex "A", Statement of Work	12	month	\$	\$
2	Firm all inclusive annual inspection service rate as per Annex "B", Statement of Work	1	year	\$	\$
				Subtotal C (sum Items 1 to 2)	\$

### 3.0 AS AND WHEN REQUIRED SERVICES (as per ANNEX "A", STATEMENT OF WORK)

3.1 All as and when required services will be completed using a Task Authorization DND 626 Task Authorization Form. Complete details of the Task Authorization process can be found at PART 7 - RESULTING CONTRACT CLAUSES, Para 1.2 Task Authorization.

3.2 Estimated quantities are for evaluation purposes only and should not be considered a guarantee of work.

3.2.1 Contractors are required to provide pricing for items 1.1.1, 1.1.2, 1.1.3 **AND/OR** items 1.2.1, 1.2.2, 1.2.3 for all three pricing tables in PRICING SCHEDULE 2, as applicable.

3.2.2 For evaluation purposes only, only one set of call rates per pricing table (1.1.1, 1.1.2, 1.1.3, **OR** 1.2.1, 1.2.2, 1.2.3) will be used to determine the bidder's Total Aggregate Evaluation Price (Article 4). The **HIGHEST PRICED** set of call-out rates per table will be used for evaluation purposes. (1.1.1 + 1.1.2 + 1.1.3 **OR** 1.2.1 + 1.2.2 + 1.2.3).

3.2.3 Throughout the duration of the Contract, only **ONE** (1) call-out rate can be charged **PER** service call for "as and when" required services.

3.2.4 The Department of National Defence will not reimburse the successful Contractor for accommodations and meals. The rates you provide in the Basis of Payment must be all-inclusive, including ALL travel costs, accommodations, meals, etc., associated with providing the service.

### 3.3 PRICING SCHEDULE 2:

**For a one year period from date of Contract award**

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	<b>CALL OUT RATES - Firm all-inclusive call-out rates for work required on an "as and when required" basis described in Annex A.</b>				
1.1	<i>For Contractors within Brandon and Surrounding Area (the surrounding area is defined as follows: within 20 km of Brandon city limits)</i>				
1.1.1	Service Calls during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$
1.1.2	Service Calls outside normal working hours	1	call-out	\$	\$
1.1.3	Service Calls on weekends and statutory holidays	1	call-out	\$	\$
1.2	<i>For Contractors within Manitoba outside of Item 1.1 above</i>				
1.2.1	Service Call during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$
1.2.2	Service Call outside normal working hours	1	call-out	\$	\$
1.2.3	Service Call on weekends and statutory holidays	1	call-out	\$	\$

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
2	<b>LABOUR RATES</b>				
2.1	Labour during normal working hours, 7:30 am to 4:00 pm, Monday to Friday				
2.1.1	Licensed Petroleum Technician	100	hour	\$	\$
2.1.2	Helper	100	hour	\$	\$
2.1.3	Electrician	20	hour	\$	\$
2.1.4	Electrician's Helper	20	hour	\$	\$
2.1.5	Labourer	10	hour	\$	\$
2.2	Labour outside normal working hours, 4:00 pm to 7:30 am, Monday to Friday				
2.2.1	Licensed Petroleum Technician	20	hour	\$	\$
2.2.2	Helper	20	hour	\$	\$
2.2.3	Electrician	5	hour	\$	\$
2.2.4	Electrician's Helper	5	hour	\$	\$
2.2.5	Labourer	20	hour	\$	\$
2.3	Labour on weekends and statutory holidays				
2.3.1	Licensed Petroleum Technician	10	hour	\$	\$
2.3.2	Helper	10	hour	\$	\$
2.3.3	Electrician	5	hour	\$	\$
2.3.4	Electrician's Helper	5	hour	\$	\$
2.3.5	Labourer	10	hour	\$	\$
3	Material at laid down cost plus _____%, excluding GST.			Subtotal D (sum Items 1 to 2)	\$

**OPTION YEAR ONE**

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	<b>CALL OUT RATES - Firm all-inclusive call-out rates for work required on an "as and when required" basis described in Annex A.</b>				
1.1	<i>For Contractors within Brandon and Surrounding Area (the surrounding area is defined as follows: within 20 km of Brandon city limits)</i>				
1.1.1	Service Calls during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$
1.1.2	Service Calls outside normal working hours	1	call-out	\$	\$
1.1.3	Service Calls on weekends and statutory holidays	1	call-out	\$	\$
1.2	<i>For Contractors within Manitoba outside of Item 1.1 above</i>				
1.2.1	Service Call during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$
1.2.2	Service Call outside normal working hours	1	call-out	\$	\$

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1.2.3	Service Call on weekends and statutory holidays	1	call-out	\$	\$
2	<b>LABOUR RATES</b>				
2.1	Labour during normal working hours, 7:30 am to 4:00 pm, Monday to Friday				
2.1.1	Licensed Petroleum Technician	100	hour	\$	\$
2.1.2	Helper	100	hour	\$	\$
2.1.3	Electrician	20	hour	\$	\$
2.1.4	Electrician's Helper	20	hour	\$	\$
2.1.5	Labourer	10	hour	\$	\$
2.2	Labour outside normal working hours, 4:00 pm to 7:30 am, Monday to Friday				
2.2.1	Licensed Petroleum Technician	20	hour	\$	\$
2.2.2	Helper	20	hour	\$	\$
2.2.3	Electrician	5	hour	\$	\$
2.2.4	Electrician's Helper	5	hour	\$	\$
2.2.5	Labourer	20	hour	\$	\$
2.3	Labour on weekends and statutory holidays				
2.3.1	Licensed Petroleum Technician	10	hour	\$	\$
2.3.2	Helper	10	hour	\$	\$
2.3.3	Electrician	5	hour	\$	\$
2.3.4	Electrician's Helper	5	hour	\$	\$
2.3.5	Labourer	10	hour	\$	\$
3	Material at laid down cost plus _____%, excluding GST.			Subtotal E (sum Items 1 to 2)	\$

**OPTION YEAR TWO**

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1	<b>CALL OUT RATES - Firm all-inclusive call-out rates for work required on an "as and when required" basis described in Annex A.</b>				
1.1	<i>For Contractors within Brandon and Surrounding Area (the surrounding area is defined as follows: within 20 km of Brandon city limits)</i>				
1.1.1	Service Calls during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$
1.1.2	Service Calls outside normal working hours	1	call-out	\$	\$
1.1.3	Service Calls on weekends and statutory holidays	1	call-out	\$	\$
1.2	<i>For Contractors within Manitoba outside of Item 1.1 above</i>				
1.2.1	Service Call during normal working hours, 7:30 am to 4:00 pm, Monday to Friday	4	call-out	\$	\$

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
1.2.2	Service Call outside normal working hours	1	call-out	\$	\$
1.2.3	Service Call on weekends and statutory holidays	1	call-out	\$	\$
2	<b>LABOUR RATES</b>				
2.1	Labour during normal working hours, 7:30 am to 4:00 pm, Monday to Friday				
2.1.1	Licensed Petroleum Technician	100	hour	\$	\$
2.1.2	Helper	100	hour	\$	\$
2.1.3	Electrician	20	hour	\$	\$
2.1.4	Electrician's Helper	20	hour	\$	\$
2.1.5	Labourer	10	hour	\$	\$
2.2	Labour outside normal working hours, 4:00 pm to 7:30 am, Monday to Friday				
2.2.1	Licensed Petroleum Technician	20	hour	\$	\$
2.2.2	Helper	20	hour	\$	\$
2.2.3	Electrician	5	hour	\$	\$
2.2.4	Electrician's Helper	5	hour	\$	\$
2.2.5	Labourer	20	hour	\$	\$
2.3	Labour on weekends and statutory holidays				
2.3.1	Licensed Petroleum Technician	10	hour	\$	\$
2.3.2	Helper	10	hour	\$	\$
2.3.3	Electrician	5	hour	\$	\$
2.3.4	Electrician's Helper	5	hour	\$	\$
2.3.5	Labourer	10	hour	\$	\$
3	Material at laid down cost plus _____%, excluding GST.			Subtotal F (sum Items 1 to 2)	\$

**4.0 TOTAL AGGREGATE EVALUATION PRICE = sum subtotals A + B + C + D + E + F**

\$ \_\_\_\_\_

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## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



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## 2. Environmental Impairment Liability Insurance

2.1 The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2.3 The Contractors Pollution Liability insurance policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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File No. - N° du dossier

WPG-2-35138

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX E**  
**DND 626, TASK AUTHORIZATION FORM**

Reference attached PDF Document titled, "*Annex D - DND 626 TA Form*".

## ANNEX F TASK AUTHORIZATION CONTRACT USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

[ ] Check this box if you are submitting a NIL **REPORT** ( We have not done any business with Canada under this Contract, for this period).

**SEND TO:** WST-PA-MB@pwgsc-tpsgc.gc.ca Or Facsimile: (204) 983-7796

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## APPENDIX 1 INVENTORY OF FUEL STORAGE TANKS

These tables are subject to additions and deletions.

PRIN No:	Quantity	Contents	Capacity (L)
K-1160	1	Unleaded gasoline	75000
K-11570	1	ME gasoline	2500
K-14867	1	Unleaded Gasoline	2200
K-1161	1	Diesel	75000
K-1163	1	Diesel	25000
K-1165	1	Diesel	50000
K-11568	1	Diesel	50000
K-11569	1	Diesel	2500
K-14866	1	Diesel	2200
K-11564	1	Diesel	1500
K-11565	1	Diesel	1200
K-11567	1	Diesel	1500
K-11581	1	Diesel	2200
K-15627	1	Diesel	3790

## APPENDIX 2 INVENTORY OF WASTE PETROLEUM BASED STORAGE TANKS

These tables are subject to additions and deletions.

PRIN No:	Quantity	Contents	Capcity (L)
K-1171	1	Waste oil with remote fill	5000
K-1368	1	Waste oil, no remote fill	2270
K-1374	1	Waste oil with remote fill	2500
K-11538	1	Waste oil, no remote fill	2000
K-11541	1	Waste oil, no remote fill	1500
K-11539	1	Waste oil, no remote fill	1000
K-11547	1	Waste oil, no remote fill	2000
K-11543	1	Waste oil, no remote fill	2000
K-11552	1	Waste oil, no remote fill	2000
K-11577	1	Waste oil with remote fill	2500
K-11556	1	Waste oil, no remote fill	1000
K-11557	1	Waste oil, no remote fill	2000
K-11573	1	Waste oil with remote fill	2500
K-11553	1	Waste oil, no remote fill	2000
K-15010	1	Waste oil with remote fill	4546
K-15389 (unknown)	1	Oily Waste	5000
K-1170	1	Waste Coolant	5000
K-1375	1	Waste Coolant	2500
K-11537	1	Waste Coolant	1500
K-11542	1	Waste Coolant	1500
K-15011	1	Waste Coolant	4546
K-1372	1	Waste Coolant	2500
K-11548	1	Waste Coolant	2000
K-11555	1	Waste Coolant	1000
K-11576	1	Waste Coolant	2500
K-11578	1	Waste Coolant	2500
K-11540	1	Waste Fuel	1500
K-11544	1	Waste Fuel	1000
K-11545	1	Waste Fuel	2000
K-11546	1	Unknown	1500
K-11549	1	Waste Fuel	2000
K-11589	1	Glycol (Antifreeze)	1360
K-11584	1	Glycol (Antifreeze)	1360
K-11583	1	Bulk lube or engine oil	1360
K-11586	1	Bulk lube or engine oil	1360
K-11587	1	Bulk lube or engine oil	1360
K-11588	1	Bulk lube or engine oil	1360
K-11590	1	Bulk lube or engine oil	2270
K-11585	1	Organic chemicals, alcohol	1360

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### **APPENDIX 3 INSPECTION REPORT EXAMPLE**

Reference attached PDF Document titled "*BULK FUEL INSTALLATION INSPECTION*".