

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

Title - Sujet Heating Oil Tanks	
Solicitation No. - N° de l'invitation W0117-127000/B	Date 2012-04-20
Client Reference No. - N° de référence du client W0117-127000	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-202-8011	
File No. - N° de dossier WPG-1-34394 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-04	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kozak, Tammy	Buyer Id - Id de l'acheteur wpg202
Telephone No. - N° de téléphone (204) 984-8825 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WCE/RESOURCE CENTRE/BLDG 100 17 WING WINNIPEG MANITOBA R3J3Y5	

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

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

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W0117-127000/A dated February 17, 2012 with a closing of April 02, 2012 at 02:00 PM.

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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 under Article 2 of the resulting contract clauses.

3. Tlicho Land Claims and Self-Government Agreement

This acquisition is subject to Chapter 26, Mesures d'ordre économique, of the Agreement on land claims and self-government of the people TLICHO.

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

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

1.1 SACC Manual Clauses

B4024T (2006-08-15) Equivalent Products
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.

2.1 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 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1hard 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 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

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

- 1.1 SACC Manual Clauses
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 meet the requirement as described in Annex "A" .
- (b) Bidders must provide the make and model of the unit proposed, and are requested to provide technical documentation/specifications.

1.2 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), 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.

3. Tlicho Land Claims and Self-Government Agreement

The requirements of the Tlicho Land Claims and Self-Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26 - the Tlicho land Claim and Self Government Agreement, clauses 26.3, 26.31 (a). (http://www.ainc-inac.gc.ca/pr/agr/nwts/tliagr2_e.pdf)

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 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 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.

1.1 Federal Contractors Program - Certification

Federal Contractors Program

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;

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(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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

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

3.1 General Conditions

2010A (2011-05-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery

Delivery must be made complete between February 27, 2013 and March 12, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@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.

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5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____ TO BE DETERMINED AT CONTRACT AWARD _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ ___ TO BE DETERMINED AT CONTRACT AWARD _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

6.4 SACC Manual Clauses

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

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. 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.

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.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ____ TO BE DETERMINED AT CONTRACT AWARD_____.

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 General Conditions (2011-05-16) - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

B7500C (2006-06-16), Excess Goods

A9006C (2008-05-12), Defence Contract

12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"**REQUIREMENT**

The Department of National Defence (DND), 17 Wing Environment, in Yellowknife NWT requires the purchase, delivery and offload of three 3 Heating Oil tanks to be delivered to locations within Yellowknife.

The tanks currently in use are at the end of their life cycle and will need to be changed out so as not to create an environmental issue in the future. Upgrades to the tank to meet Federal Tank Regs 2008 cannot be substantiated to the existing tank due to its age nearing the end of its expected life cycle. Tanks are vintage 1991.

DND requires the following 3 new tanks of varying sizes to fit on the existing concrete pads:

1. 10,000 L Tank
2. 20,000 L Tank
3. 40,000 L Tank

The following Mandatory Specifications apply to all 3 tanks:

- 1.. The Can/ ULC of S601-07 - Horizontal, must be met or exceeded in fabrication of the tank.
2. The tank must have two filling ports one on top with a 24 in spill box which must have a 2 in cam lock fitting and the other being a remote spill box for filling with a capacity of 40L minimum with a two inch cam lock fitting for filling in the box. Tank fitting for this should be a 2 in fitting at a minimum near the tank spill box
3. Lifting lugs at each end of the tank that must support its weight.
4. Tank must conform to or exceed National Fire Code and Federal Tank Reg Standards as well as Environmental Resources Conservation Board Directive 55 Compliant and the CCME code of practice.
5. The tank must have a sealable inspection port to view the interstitial space with an opening of 2' minimum.
6. Low temp steel must be used as the tank will be employed in High arctic conditions with temps to reach -65 degrees Celsius.
7. Tank will have a maximum operating pressure of 7kpa.
8. Inner tank will have an extra epoxy coating on bottom to prevent corrosion of at least 18 in across and along the complete length of the inside of tank.
9. Tank must also have 2 spare 4' auxiliary ports with a 4' discharge as well on end .
10. Paint must have a minimum thickness of 2-3 mm UV resistant.
11. All appropriate warning decals as per Directive 55 .
12. Tank must have a visible gauge with cold weather capabilities to exceed -65 degrees Celsius.
13. Tank must have a water draw off.
14. Tank must have a ladder positioned for access to Fill box area on top.
15. Tank must have overflow protection.
- 16.. Shop fabrication drawings of tank and plumbing schematics are attached. New tanks must utilize existing plumbing where ever possible as long as it meets current code.

DELIVERY:

Prior to delivery Contractor must contact:

**Captain Wayne Shields 1-867-873-0700 ext 6789 OR
Mr. Dan Short 1-867-873-0700 ext 6016**

10,000 L Tank Mandatory Specifications:

1. Capacity of no less than 6820L and no more than 10,000L.
2. The tank will have a primary emergency vent with a capacity of 85m³/min and venting on containment as well.
3. Outermost dimensions of the tank base can be no longer than 13ft 4in long and 9ft 6in wide.
4. Reference attached document entitled "10000 L Tank" - for additional pictures of existing tank provided below that new tank will replace.
5. Reference attached document entitled "WO #96266-10000 L Tank" for drawing

Deliver To:

**Lot 1049 - Forward Operating Location (FOL) Site - see site map Appendix 1
Yellowknife, NWT**

20,000 L Tank Tank Mandatory Specifications:

1. Capacity of no less than 18,200L and no more than 20,000L.
2. The tank will have a primary emergency vent with a capacity of 149m³/min and venting on containment as well.
3. Outermost dimensions of the tank base can be no longer than 26 ft long and 12 ft 6 in wide.
4. Reference attached document entitled "20000 L Tank" - for additional pictures of existing tank provided below that new tank will replace.
5. Reference attached document entitled "WO #96268-20000 L Tank" for drawing

Deliver To:

**Lot 1048 - Forward Operating Location (FOL) Site - see site map Appendix 1
Yellowknife, NWT**

40,000 L Tank Tank Mandatory Specifications:

1. Capacity of no less than 36,400 L and no more than 40,000 L
2. The tank will have a primary emergency vent with a capacity of 245m³/min and venting on containment as well.
3. Outermost dimensions of the tank base can be no longer than 33 ft long and 11 ft wide.
4. Reference attached document entitled "40000 L Tank" - for additional pictures of existing tank provided below that new tank will replace.
5. Reference attached document entitled "WO #96267-40000 L Tank" for drawing

Deliver To:

Lot 1049 - Forward Operating Location (FOL) Site - see site map Appendix 1

Yellowknife, NWT

ANNEX "B" BASIS OF PAYMENT

Bidders must submit firm prices as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' proposal shall be changed to reflect the quantities stated in the RFP.

Prices quoted must remain firm for the period of the Contract. Prices MUST include ALL costs associated with providing the requirement in accordance with the specifications detailed in Annex A. GST/HST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

This section, when completed, will be considered as the Bidders Financial Proposal and payment will be made in accordance with the following pricing.

Item #	Description	Qty / Unit of Issue	Unit Price
1	10,000 L Tank as defined in Annex A Make/Model Offered: _____	1 each	\$
1.1	<u>All inclusive freight, delivery and offloading charge for 10,000 L tank</u>	<u>1 each</u>	<u>\$</u>
2	20,000 L Tank as defined in Annex A Make/Model Offered: _____	1 each	\$
2.1	<u>All inclusive freight, delivery and offloading charge for 20,000 L tank</u>	<u>1 each</u>	<u>\$</u>
3	40,000 L Tank as defined in Annex A Make/Model Offered: _____	1 each	\$
3.1	<u>All inclusive freight, delivery and offloading charge for 40,000 L tank</u>	<u>1 each</u>	<u>\$</u>
TOTAL PRICE FOR EVALUATION (SUM OF ALL ABOVE LINES)			

Tank 12 – EC-00006563

- ◆ Yellowknife FOL Diesel Heating Tank
- ◆ 6820L



Tank 14 – EC-00006565

◆ Yellowknife FOL
PAB Furnace Oil
Tank

◆ 18,910L



Tank 13 – EC-00006564

◆ Yellowknife FOL
OPS Furnace Oil
Tank

◆ 36,400L





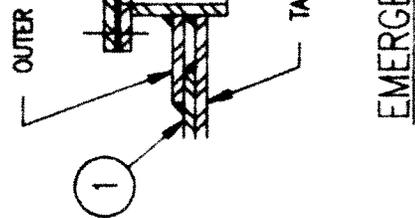
Forward Operating Location (FOL) Site in Yellowknife NT

LOT 1048 & 1049 Quad 85J/H Plan 1290

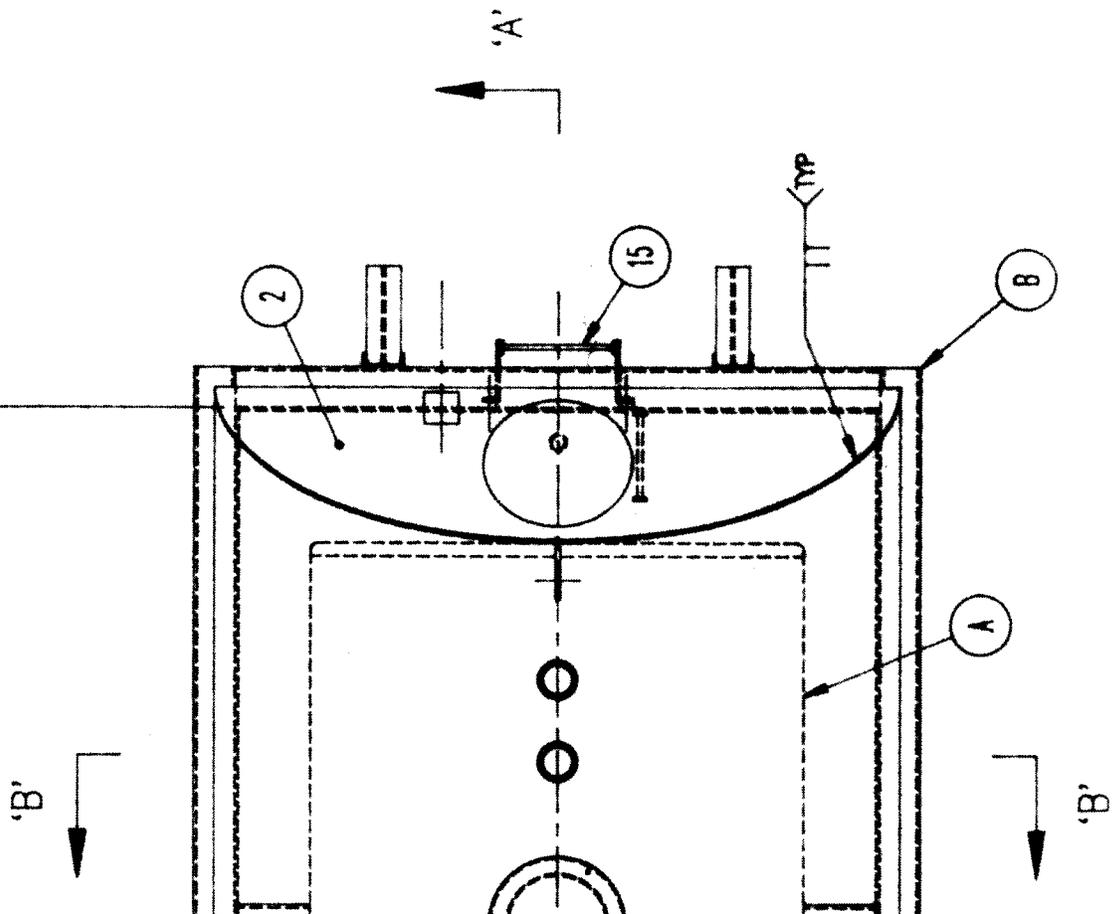
LOT 1048 = PAB Site

LOT 1049 = FOL Compound

11110



1



2

TOP CHANN

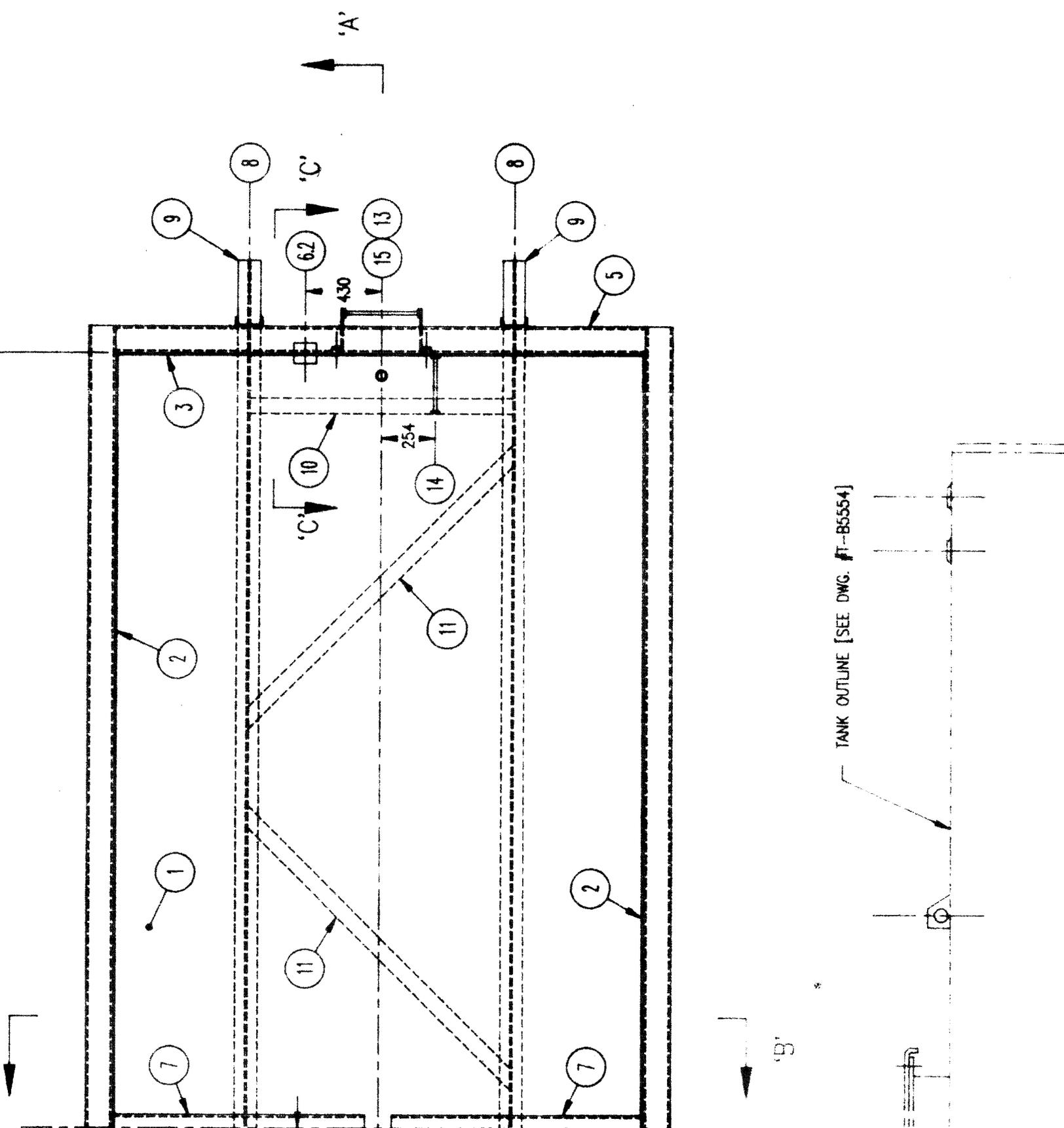
TYP. OTHER END $\frac{3}{16}$

MID CHANN

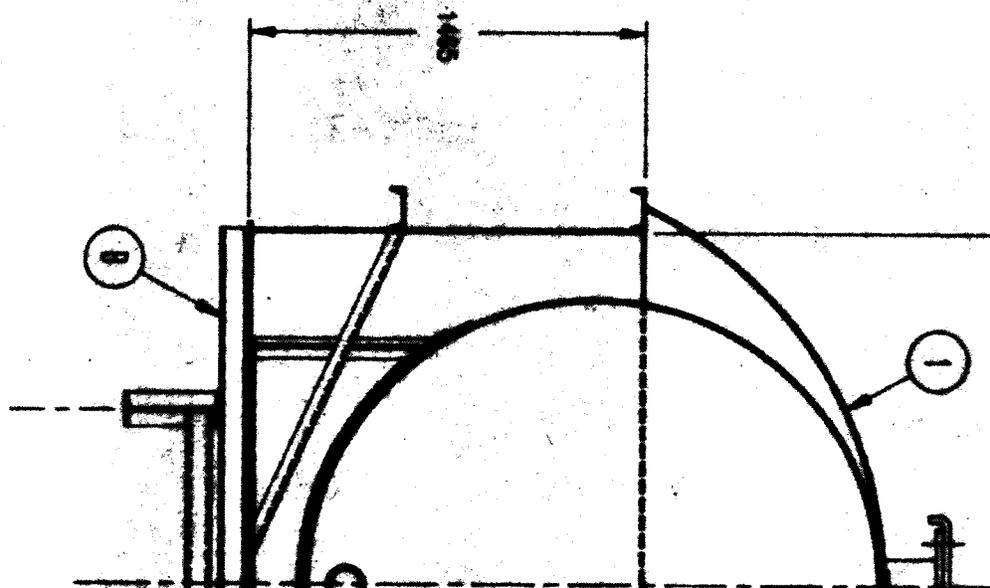
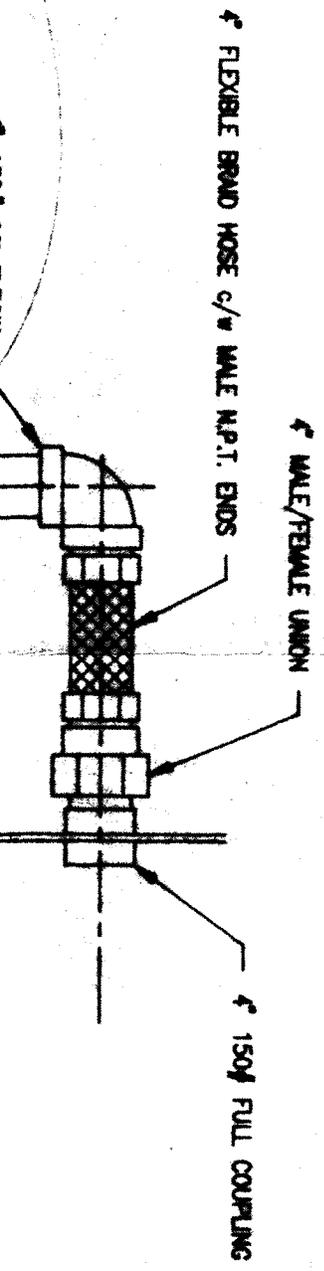
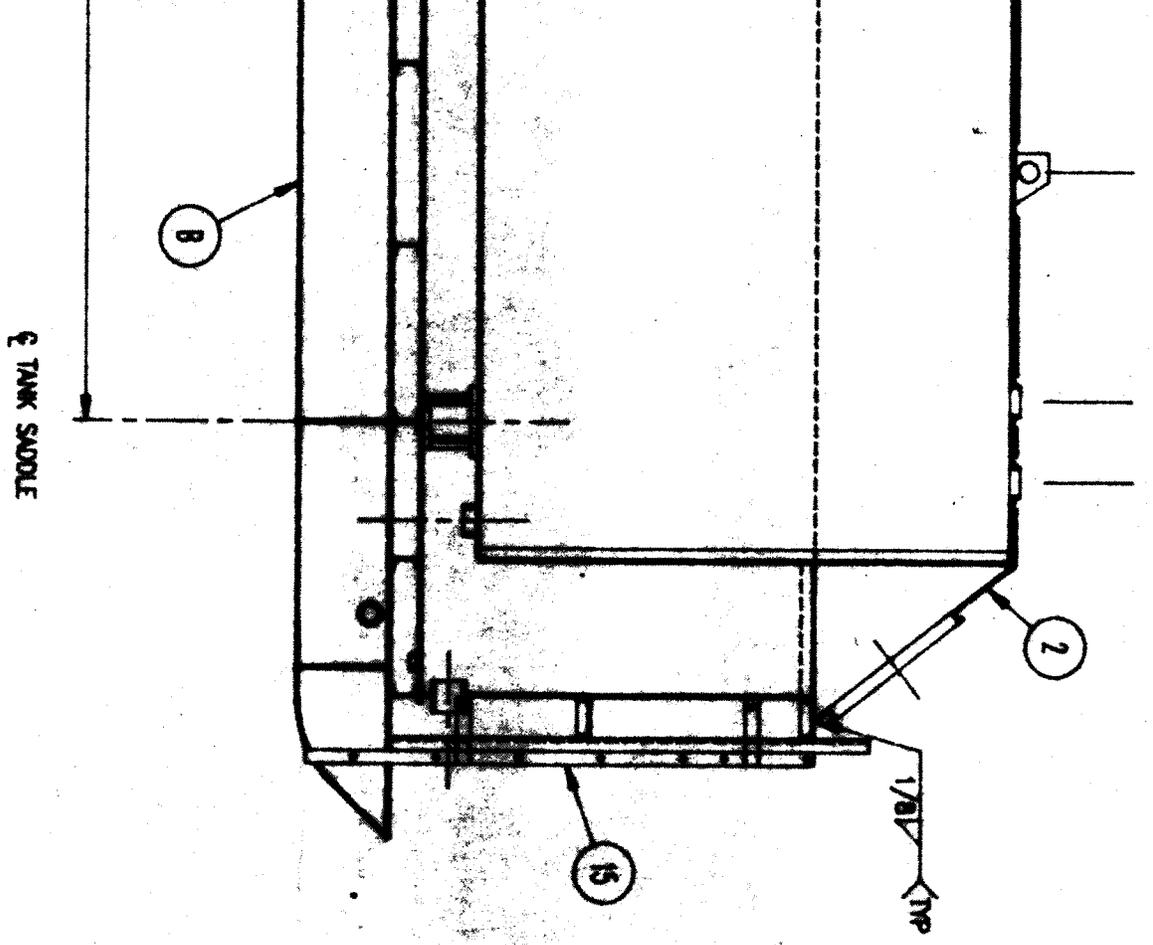
$\frac{3}{16}$

TANK OUTLINE [SEE DWG. #T-B5554]

TANK OUTLINE



'A'



SECTION