



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344**

**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> Above-Ground Storage Tanks	
<b>Solicitation No. - N° de l'invitation</b> W3555-180322/A	<b>Date</b> 2017-12-18
<b>Client Reference No. - N° de référence du client</b> W3555-180322	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-240-7397	
<b>File No. - N° de dossier</b> VIC-7-40182 (240)	<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 2018-01-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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> Hogg(VIC), Mike	<b>Buyer Id - Id de l'acheteur</b> vic240
<b>Telephone No. - N° de téléphone</b> (250) 217-5640 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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Solicitation No. - N° de l'invitation  
W3555-180322/A  
Client Ref. No. - N° de réf. du client  
W3555-180322

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
vic240  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "B" BASIS OF PAYMENT** .....ERROR! BOOKMARK NOT DEFINED.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

No Security requirements.

### **1.2 Requirement**

As per Annex A – Statement of Requirement attached

### **1.3 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries**

N/A

### **1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

N/A

### **1.5 Debriefings**

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

### **1.6 National Security Exception**

N/A

### **1.7 Trade Agreements**

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.8 Canadian Content**

N/A

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

### **2.1.1 SACC Manual Clauses**

## **2.2 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.

## **2.3 Former Public Servant**

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid ( (1) hard copy) .

Section II: Financial Bid ( (1) hard copy) .

Section III: Certifications ( (1) hard copy).

Section IV: Additional Information ( (1) hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should 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 Applicable Taxes must be shown separately.

##### **3.1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive

[C3011T](#) \_\_2013-11-06, Exchange Rate Fluctuation

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

#### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Statement of Requirements.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) 2014-06-26, Evaluation of Price

#### **4.2 Basis of Selection**

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

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

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

### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

As per Annex A – Statement of Requirement attached

### 6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada

#### 6.3.1 General Conditions

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

### 6.4 Term of Contract

#### **6.4.1 Delivery Date**

Delivery is requested on or before March 31, 2018. The best delivery offered is \_\_\_\_ weeks from contract award.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mike Hogg  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch: Victoria  
Directorate: Pacific  
Address: 401-1230 Government Street  
Victoria, BC V8W 3X4

Telephone: 250- 363- 3916  
Facsimile: 250-363-0395  
E-mail address: mike.hogg@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.

##### **6.5.2 Project Authority**

The Technical Authority for the Contract is:

TBD

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.

##### **6.5.3 Contractor's Representative**

#### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

#### **6.7 Payment**

##### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in \_\_\_\_\_ insert "contract" OR "in Annex \_\_\_\_" for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are \_\_\_\_\_ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.

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

#### **6.7.2 Limitation of Price**

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.

SACC Manual clause [C6000C](#) \_\_\_\_\_ 2011-05-16 Limitation of Price

#### **6.7.4 SACC Manual Clauses**

#### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications**

See part 5 for certifications required

#### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

#### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

#### **6.9.3 SACC Manual Clauses**

## 6.10 Applicable Laws

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

## 6.11 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 2010A (2016-04-04)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (d) the Contractor's bid dated \_\_\_\_\_

## 6.12 Defence Contract

SACC Manual clause [A9006C](#) \_\_\_\_\_ (2012-07-16) Defence Contract

ANNEX "A"

**REQUIREMENT**

This specification covers the minimum Government requirements for One (1) 22,700 litre (5,000 gallon) and Seven (7) 9,000 litre (2,000 gallon) above ground horizontal double wall vacuum monitored cylindrical tanks for the storage of flammable and combustible liquids.

Item #	Mandatory Technical Evaluation Criteria	MEET (YES)	DO NOT MEET (NO)	Bidder MUST indicate how they meet the specifications addressed below, by recording this information in this column	Bid Ref Page #
1.	Legislation and Bylaws	-	-	-	-
1.1.	The supplied tanks must be Canadian Standards Association (CSA) and Underwriters Laboratories Canada (ULC) approved.				
1.2.	The supplied tanks must follow the requirements that cover the adaptation of tank assemblies for the collection and storage of used oil and for tanks that are of the non-pressure type and constructed must be in accordance with the basic requirements of one of the following standards:				
1.2.1.	ULC-S601 Standard for shop fabricated steel above ground horizontal tanks for flammable and combustible liquids.				
1.2.2.	CAN/ULC-S602 Standard for above ground steel tanks for fuel oil and lubricating oil.				
2.	Specific Requirements	-	-	-	-
2.1.	The one (1) tank must be manufactured and designed to have a liquid storage capacity of 22,700 litre (5,000 gallon).				
2.2.	The seven (7) tanks must be manufactured and designed to have a liquid storage capacity of 9,000 litre (2,000 gallon).				
2.3.	Each tank must be manufactured and constructed for above ground applications.				

2.4.	Each tank must include the following features and functions:	-	-	-	-
2.4.1.	Cylindrically designed for horizontal installation and operation.				
2.4.2.	Designed using a double wall type construction.				
2.4.3.	Include a tamper-proof visual leak detection monitoring system.				
2.4.4.	Access ladder and platform with corrosion resistant anti-slip treads. Ladder and platform must be 48 inches in width minimum for accommodation of two (2) persons in a side by side orientation.				
2.4.5.	Each tank must be cleaned, sandblasted, and coated with a white corrosion resistant paint normally used in high salt ocean environments.				
2.4.6.	Must be equipped with a grounding lug to discharge any accumulated electrical charge.				
2.4.7.	Must include a labeled dipstick to visually gauge the volume within the tank.				
2.4.8.	One (1) lockable and oversize fill box including a four (4) inch diameter locking cap and collar, one (1) capped sounding port, and drain back provisions to the tank for any spillage. Fill box must be sealed to ensure spills within box are directed into tank through the drain back system.				
2.4.9.	System must be designed to provide overfill protection when nozzle filling tank. Overfill protection must only allow tank to reach 95% capacity.				
2.4.10.	One (1) primary tank emergency vent.				
2.4.11.	One (1) interstitial emergency vent with tamper resistant provisions.				
2.4.12.	One (1) spare opening, sealed for future potential requirements.				
2.4.13.	One (1) vent opening and vent pipe including rain protection hood.				

2.4.14.	One (1) suction opening with a cam-lock style fitting and cap.				
2.5.	Interior of both tanks must be seal welded, ground, sandblasted, and coated with a minimum of 2 coats of epoxy type tank lining.				
2.6.	The tanks must be equipped with a subframe structure engineered for lifting purposes. All attached lifting points to the subframe must be engineered to lift a load equal to a tank that is full of water including an appropriate safety factor.				
2.7.	Tanks must be equipped with fork lift truck pockets attached to the subframe structure.				
2.8.	Tanks must be equipped with lifting points located on the subframe structure.				
3.	Manuals and Documentation	-	-	-	-
3.1.	The equipment must be furnished with three (3) copies of the equipment manual to include the following minimum but not limited to information on operation, maintenance, and drawings. The three copies must include one paper/hard copy minimum and the remaining two copies may be supplied in either paper/hard copy or an electronic format such as pdf or word.				
4.	Safety and Operation Labeling	-	-	-	-
4.1.	Supplier must identify the lifting points for the equipment.				
4.2.	Supplier must identify the center of gravity and the center of mass of the equipment for safe lifting.				
4.3.	Any pinch points, hazard areas, operator safety concerns, and moving components are clearly labeled in English.				
4.4.	Operating instruction labels are clearly identified and printed in English.				
5.	Quality & Performance Guarantee	-	-	-	-

5.1.	The supplier will guarantee the equipment performance will meet the operating and design rates, specified in this specification for the duration of the warranty period.				
5.2.	If the equipment does not meet the specified performance within the warranty period, the supplier will take the necessary remedial action to achieve the specified performance at no cost to the purchaser.				
5.3.	The equipment is designed and constructed to be free from defects in manufacturing and workmanship.				
6.	Packaging and Transportation	-	-	-	-
6.1.	All machines, equipment, and accessories include must be packaged, crated, or boxed to ensure no damage is sustained during the transport, loading, unloading, or general handling of equipment prior to the final installation.				
7.	Warranty	-	-	-	-
7.1.	Supplies and services furnished shall be covered by warranty from defects in design, materials and workmanship. The warranty must be a minimum duration of 12 full months following the delivery is complete and under the possession of the Department of National Defense. Acceptance of the manufacturer's standard commercial warranty shall not minimize the rights of the Government under clauses in the contract, and in any conflict that arises between the terms and conditions of the contract and manufacturer's warranty, the terms and conditions of the contract shall take precedence. The warranty period shall commence from the date of acceptance.				

**Annex B  
Basis of Payment**

The unit prices below shall be firm and in Canadian funds including Canadian customs duties, excise taxes and delivery charges which are to be Delivered Duty Paid (DDP) to destination as indicated herein. The amount of the Goods and Services Tax or Harmonized Tax shall be shown as a separate item.

Item	Description	U of I	Qty	Unit Price	Extended Price
1	Above ground Horizontal Double Wall Vacuum Monitored Cylindrical Tank – 9000 Litre (2000 gallon) as per attached Annex A	ea	7	\$	\$
2	Above ground Horizontal Double Wall Vacuum Monitored Cylindrical Tank – 22,700 Litre (5000 gallon) as per attached Annex A	ea	1	\$	\$
		lot	1	\$	\$
3	Shipping Charges				
<b>GST</b>					<b>\$</b>
<b>TOTAL COST</b>					<b>\$</b>

Delivery is requested on or before March 31, 2018.

The best delivery offered is \_\_\_\_\_ weeks from contract award.