



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electronics, Simulators and Defence Systems Div.

/Division des systèmes électroniques et des systèmes de simulation et de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> FULLY SELF-CONTAINED MODULAR FIRING	
<b>Solicitation No. - N° de l'invitation</b> 21120-126504/B	<b>Date</b> 2016-03-16
<b>Client Reference No. - N° de référence du client</b> 21120-126504	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-106-25759	
<b>File No. - N° de dossier</b> 106qf.21120-126504	<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 2016-05-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mastantuono, Ricardo	<b>Buyer Id - Id de l'acheteur</b> 106qf
<b>Telephone No. - N° de téléphone</b> (819) 956-5771 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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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**ANNEXES:**

ANNEX "A" – STATEMENT OF WORK

ANNEX "B" – PRICE AND DELIVERY

ANNEX "C" – BID SOLICATION (FEDERAL CONTRACTORS PROGRAM FOR THE EMPLOYMENT  
EQUITY – CERTIFICATION)

## PART 1 - GENERAL INFORMATION

### 1.1 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 Site-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 (Annex "A"), Price and Delivery (Annex "B"), the Federal Contractors Program for Employment Equity – Certification (Annex "C"), and any other annexes.

### 1.2 Summary

- 1.2.1 *The Correctional Service of Canada (CSC) requires one (1) (with options for three (3) additional) Fully Open Self-Contained Modular Firing Range that can accommodate eight (8) shooters and that is capable of handling NATO ammunition sized up to 7.62 x 51 mm at a shooting distance of fifty metres (50m). The Firing Range must be designed, manufactured, delivered, installed, commissioned and rendered operational with on-site training. As well, the Contractor must provide full service maintenance and technical support for the Work. Firearm training locations are required to meet CSC's operational requirements, which include qualifying Correctional Officers on the current platform of firearms and maintaining regional training requirements.*

*All deliverables, as identified in the Statement of Work (Annex "A") and its related Appendices, must be received within 18 months after Contract Award.*

*The specific/general locations for each Modular Trainer can be found in Part 7, Annex "A", of the Contract.*

- 1.2.2 *The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).*
- 1.2.3 *The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.*

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### **1.3 Debriefings**

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

## **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) (<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](#) (2015-07-03) 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: 60 days  
Insert: 180 days

### **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.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PWGSC will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

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## **2.5 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.

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## **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 (4 hard copies with 1 marked "Master")

Section II: Financial Bid (2 hard copies with 1 marked "Master")

Section III: Certifications (2 hard copies with 1 marked "Master")

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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.

The technical bid consists of the following:

- (i) Previous Similar Projects:

For the description of previous projects requested in MT1 of the mandatory evaluation criteria where the Bidder has manufactured, installed and completed modular firing ranges:



- a. a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
- b. a project must have been completed by the bid closing date;
- c. each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
- d. if more projects are provided than requested, Canada will decide in its discretion which projects will be evaluated.

(ii) Customer Reference Contact Information:

The Bidder must provide customer references. The customer references must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid, as required by Part 4 – Evaluation Procedures and Basis of Selection, 4.1.1 – Technical Evaluation.

The form of question to be used to request confirmation from customer references is as follows:

Has [the Bidder] provided your organization with a modular firing range as described in MT1 of the mandatory evaluation criteria and, if applicable, describe any required time frame within which those goods or services must have been provided?

\_\_\_\_ Yes, the Bidder has provided my organization with the goods or services described above.

\_\_\_\_ No, the Bidder has not provided my organization with the goods or services described above.

\_\_\_\_ I am unwilling or unable to provide any information about the goods or services described above.

For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the Bidder's referenced project and who is willing to act as a customer reference. Crown references will be accepted.

## Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with Annex "B", Price and Delivery. The total amount of Applicable Taxes must be shown separately.

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

## 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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Bidders will be assessed in accordance with the following mandatory technical criteria:

	Mandatory Technical Criterion (MTR)	Met / Not Met	Bidder's Response	Evaluation of Bidder's Response
<b>MTR # 1</b>	<p>The Bidder must have completed two (2) projects, where they have manufactured, installed and completed modular firing ranges, within the last 8 years from bid closing date.</p> <p>At least one (1) of the firing ranges must be a FULLY OPEN DESIGN MODULAR FIRING RANGE which includes a firing range of same or larger size than the one in this request for tender.</p> <p>The FULLY OPEN DESIGN MODULAR FIRING RANGE must be currently in operation.</p> <p><i>Definition: "Fully Open Design Modular Firing range" = Fully enclosed range with live fire shooting area open in design, free of partitions, and columns.</i></p> <p>Bidder must provide the following information for each project:</p> <ul style="list-style-type: none"><li>• Brief description of each project;</li><li>• PHOTOS OR VIDEO clearly showing inside and outside the entire range;</li><li>• Drawing or specifications; and</li><li>• References, including contact information, which will be used to validate information appearing in the Bidder's technical proposal.</li></ul>			

##### 4.1.1.2 Reference Checks:

For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as

applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.

On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

###### Evaluation of Price - Canadian / Foreign Bidders

1. The price of the bid, which will also include the price for the Optional Goods, will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### **4.2 Basis of Selection- Mandatory Technical Criteria**

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.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## 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 specified 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](#) 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](#)" list at the time of contract award.

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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Certification of Compliance

The Bidder certifies that the proposed Fully Open Self-Contained Modular Firing Range meets all the technical specifications identified in the Statement of Work (See Annex "A").

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Date)

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Site-Security Requirements**

Please refer to Part 7, Article 7.3, for more information.

### **6.2 Financial Capability**

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor agrees to supply to the CSC the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract.

#### **7.1.1 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex "A" of the Contract under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise one or all of the options at any time within thirty-six (36) months after Contract Award by sending a written notice to the Contractor.

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

#### **7.2.1 General Conditions**

[2030](#) (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Sub-Article (1) of Article 2030 22, is amended as follows:

Insert: "24 months" in lieu of "12 months"

#### **7.2.2 Supplemental General Conditions**

[4006](#) (2010-08-16), Contractor to Own Intellectual Property in Foreground Information, apply to and form part of the Contract.

[4010](#) (2012-07-16), Services - Higher Complexity, apply to and form part of the Contract.

### **7.3 Site-Security Requirements**

**7.3.1** NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/site as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

- 7.3.2 Contractor personnel shall submit to a local verification of identity/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

#### **7.4 Contract Period and Initial Delivery Date**

- 7.4.1 The Contract Period begins on the date the Contract is awarded and ends (i) when all the Work has been completed in accordance with the Contract and all the obligations under the Contract have been met, or (ii) forty-four (44) months after Contract Award, whichever is later.

#### **7.4.2 Delivery Date (Delivery and Install of Initial Modular Trainer)**

The delivery and installation of the Modular Trainer must be completed within eighteen (18) months after Contract Award, in accordance with the Statement of Work, Annex "A", and its Appendices.

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ricardo Mastantuono  
Title: Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Directorate: Defence and Major Projects  
Address: 11 Laurier Street  
  
Telephone: 819-956-5771  
Facsimile: 819-956-5650  
E-mail address: Ricardo.Mastantuono@pwgsc.gc.ca

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

##### **7.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



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.

### 7.5.3 Contractor's Representative

#### General Inquiries:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Inquiries:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Payment

#### 7.6.1 Basis of Payment – Firm Price (Modular Trainers)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Price, as specified in Annex "B", Price and Delivery, and its Milestone Payment Schedule for a cost of \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

##### 7.6.1.1 Basis of Payment - Additional Work Requirements (applicable to Optional Goods)

#### Firm Hourly Rates

The Contractor will be paid firm hourly rates as described in Annex "B", for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

#### 7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
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.

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.

#### **7.6.3 Method of Payment – Milestone Payment**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex "B", Price and Delivery, of the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 90% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

#### **7.7 Invoicing Instructions – Progress Payment Claim**

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify:

- A. one (1) original (marked ORIGINAL) of the claim using the PWGSC 1111 form, and send to the Contracting Authority for appropriate certification; and
- B. two (2) copies (marked COPY) of the claim using the PWGSC 1111 form, and send to the Requisition Authority.

After having received confirmation from the Contracting Authority that the Project Authority has inspected and certified that the work was delivered in accordance with the terms and conditions of the Contract, the Contracting Authority will then send the ORIGINAL signed claim to the Requisition Authority for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

## **7.8 Certifications**

### **7.8.1 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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **7.9 Applicable Laws**

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

## **7.10 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) the supplemental general conditions;  
4006 (2010-08-16), Contractor to Own Intellectual Property in Foreground Information  
4010 (2012-07-16), Services - Higher Complexity
- (c) the general conditions [2030](#) (2015-09-03), General Conditions - Higher Complexity - Goods;

- (d) Annex "A, Statement of Work;
- (e) Annex "B", Price and Delivery; and
- (f) the Contractor's bid dated \_\_\_\_\_.

#### 7.11 Foreign Nationals (Canadian Contractor & Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 7.12 Insurance – No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

#### 7.13 Delivery, Quality, Inspection and Acceptance

##### 7.13.1 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

- D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States
- D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

##### 7.13.2 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP - To the locations as specified in Annex B) Incoterms 2010 for shipments from a commercial contractor.

##### 7.13.3 Quality Assurance

###### 7.13.3.1 Quality Assurance Authority

###### Canadian-based Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Project Authority, or its designated Quality Assurance Representative (QAR).

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the Project Authority.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

#### Foreign-based and United-States Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Project Authority, or its designated Quality Assurance Representative (QAR).

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, Correctional Service Canada will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Project Authority. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

#### **7.13.3.2 ISO 9001: 2008 Quality Assurance Systems – Requirements (Quality Assurance Code Q)**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

#### Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

#### **7.13.5 Inspection and Acceptance**

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

#### **7.14 Joint-Venture Contractor**

The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

- (a) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (b) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

- (c) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (d) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (e) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

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**ANNEX "A"**

**STATEMENT OF WORK**



## ANNEX "B"

### PRICE AND DELIVERY

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

#### 1. REQUIREMENT:

Dorchester Penitentiary, 4902 Main Street, Dorchester, New Brunswick, E4K 2Y9, Canada

Firm Price =		\$ _____		
MILESTONE PAYMENT SCHEDULE				
	<u>Deliverable</u>	<u>Release of Payment</u>	<u>Milestone Payment</u>	<u>Taxes</u>
Milestone 1	Final firing range drawings as per Article 5.2.2 of the SOW	Delivery and acceptance of firing range drawings	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 2	Technical documents as per Article 5.2.3 of the SOW	Delivery and acceptance of technical documents	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 3	Final manufacturing of firing range and Final Plant Visit as per Article 5.2.4 of the SOW	Testing and acceptance of the firing range	\$ _____ [Note: Not to exceed 10% of Firm Price]	
Milestone 4	Delivery and completion of installation of the firing range as per Article 5.2.9 of the SOW	Installation and commissioning completed	\$ _____ [Note: Not to exceed 40% of Firm Price]	
Milestone 5	On-site inspection and acceptance of the firing range as per Article 5.2.10 of the SOW	On-site inspection and acceptance of the firing range	\$ _____ [Note: Not to exceed 10% of Firm Price]	
Milestone 6	Development of English and French training courses as per Article 5.2.11 of the SOW	Delivery and acceptance of training course material	\$ _____ [Note: Not to exceed 5% of Firm Price]	

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Milestone 7	Delivery of two (2) English and/or French training courses (to include travel costs and training course material) as per Article 5.2.11 of the SOW	Delivery and completion of training course	\$ _____ <b>[Note: Not to exceed 5% of Firm Price]</b>	
Milestone 8	Final payment of Holdback	Upon completion, delivery and acceptance by Canada of all Work required under the Contract	\$ _____	

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## 2(a). OPTIONS:

British Columbia, Canada

Firm Price =		\$ _____		
MILESTONE PAYMENT SCHEDULE				
	<u>Deliverable</u>	<u>Release of Payment</u>	<u>Milestone Payment</u>	<u>Taxes</u>
Milestone 1	Final firing range drawings as per Article 5.2.2 of the SOW	Delivery and acceptance of firing range drawings	\$ _____ [Note: Not to exceed 15% of Firm Price	
Milestone 2	Duplicate copy of the technical documents delivered with the 1 <sup>st</sup> system, as per Article 5.2.3 of the SOW	N/A	N/A	
Milestone 3	Final manufacturing of firing range and Final Plant Visit as per Article 5.2.4 of the SOW	Testing and acceptance of the firing range	\$ _____ [Note: Not to exceed 15% of Firm Price	
Milestone 4	Delivery and completion of installation of the firing range as per Article 5.2.9 of the SOW	Installation and commissioning completed	\$ _____ [Note: Not to exceed 40% of Firm Price	
Milestone 5	On-site inspection and acceptance of the firing range as per Article 5.2.10 of the SOW	On-site inspection and acceptance of the firing range	\$ _____ [Note: Not to exceed 25% of Firm Price	
Milestone 6	Duplicate copy of course material that was developed and delivered with 1st system as per Article 5.2.11 of the SOW	N/A	N/A	
Milestone 7	Delivery of two (2) English and/or French training	Delivery and completion of training course	\$ _____ [Note: Not to	

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	courses (to include travel costs and training course material) as per Article 5.2.11 of the SOW		exceed 5% of Firm Price	
Milestone 8	Final payment of Holdback	Upon completion, delivery and acceptance by Canada of all Work required under the Contract	\$ _____	

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Ontario, Canada

<b>Firm Price =</b>		<b>\$ _____</b>		
<b>MILESTONE PAYMENT SCHEDULE</b>				
	<u>Deliverable</u>	<u>Release of Payment</u>	<u>Milestone Payment</u>	<u>Taxes</u>
Milestone 1	Final firing range drawings as per Article 5.2.2 of the SOW	Delivery and acceptance of firing range drawings	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 2	Duplicate copy of the technical documents delivered with the 1 <sup>st</sup> system, as per Article 5.2.3 of the SOW	N/A	N/A	
Milestone 3	Final manufacturing of firing range and Final Plant Visit as per Article 5.2.4 of the SOW	Testing and acceptance of the firing range	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 4	Delivery and completion of installation of the firing range as per Article 5.2.9 of the SOW	Installation and commissioning completed	\$ _____ [Note: Not to exceed 40% of Firm Price]	
Milestone 5	On-site inspection and acceptance of the firing range as per Article 5.2.10 of the SOW	On-site inspection and acceptance of the firing range	\$ _____ [Note: Not to exceed 25% of Firm Price]	
Milestone 6	Duplicate copy of course material that was developed and delivered with 1 <sup>st</sup> system as per Article 5.2.11 of the SOW	N/A	N/A	
Milestone 7	Delivery of two (2) English and/or French training courses (to	Delivery and completion of training course	\$ _____ [Note: Not to exceed 5% of Firm Price]	

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	include travel costs and training course material) as per Article 5.2.11 of the SOW			
Milestone 8	Final payment of Holdback	Upon completion, delivery and acceptance by Canada of all Work required under the Contract	\$ _____	

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Saskatchewan, Canada

Firm Price =		\$ _____		
MILESTONE PAYMENT SCHEDULE				
	<u>Deliverable</u>	<u>Release of Payment</u>	<u>Milestone Payment</u>	<u>Taxes</u>
Milestone 1	Final firing range drawings as per Article 5.2.2 of the SOW	Delivery and acceptance of firing range drawings	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 2	Duplicate copy of the technical documents delivered with the 1 <sup>st</sup> system, as per Article 5.2.3 of the SOW	N/A	N/A	
Milestone 3	Final manufacturing of firing range and Final Plant Visit as per Article 5.2.4 of the SOW	Testing and acceptance of the firing range	\$ _____ [Note: Not to exceed 15% of Firm Price]	
Milestone 4	Delivery and completion of installation of the firing range as per Article 5.2.9 of the SOW	Installation and commissioning completed	\$ _____ [Note: Not to exceed 40% of Firm Price]	
Milestone 5	On-site inspection and acceptance of the firing range as per Article 5.2.10 of the SOW	On-site inspection and acceptance of the firing range	\$ _____ [Note: Not to exceed 25% of Firm Price]	
Milestone 6	Duplicate copy of course material that was developed and delivered with 1st system as per Article 5.2.11 of the SOW	N/A	N/A	
Milestone 7	Delivery of two (2) English and/or French training courses (to include travel	Delivery and completion of training course	\$ _____ [Note: Not to exceed 5% of Firm Price]	

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	costs and training course material) as per Article 5.2.11 of the SOW			
Milestone 8	Final payment of Holdback	Upon completion, delivery and acceptance by Canada of all Work required under the Contract	\$ _____	

**2(b). Additional Work Requirements**

	<b>Level of Effort Estimate* (1000 hrs)</b>	<b>Extended Price</b>
<b>Firm Hourly Rate</b>		

\*Bidder are not to interpret the 1000 hrs. to represent the true Level of Effort.



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**ANNEX "C"**

**PART 5 - BID SOLICITATION (FEDERAL CONTRACTORS  
PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION)**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ( ) A1. The Bidder certifies having no work force in Canada.
- ( ) A2. The Bidder certifies being a public sector employer.
- ( ) A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ( ) A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ( ) A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ( ) B1. The Bidder is not a Joint Venture.

**OR**

Solicitation No. - N° de l'invitation  
21120-126504/B  
Client Ref. No. - N° de réf. du client  
21120-126504

Amd. No. - N° de la modif.  
File No. - N° du dossier  
106qf21120-126504

Buyer ID - Id de l'acheteur  
106qf  
CCC No./N° CCC - FMS No./N° VME

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- ( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**STATEMENT OF WORK  
(SoW)**

**FULLY SELF-CONTAINED MODULAR FIRING  
RANGE**

Dorchester, New Brunswick, Canada

**With Additional Options located at:**

British Columbia, Canada

Ontario, Canada

Saskatchewan, Canada

**CORRECTIONAL SERVICE CANADA  
(CSC)**

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## 1 Objectives

The Correctional Service of Canada (CSC) requires one (1) (with options for three (3) additional) **Fully Open Self-Contained Modular Firing Range** that can accommodate eight (8) shooters and that is capable of handling up to 7.62 x 51mm NATO ammunition at a shooting distance of fifty metres (50m).

The Firing Range must be designed, manufactured, delivered, installed, commissioned and rendered operational with on-site training. As well, full service maintenance and technical support for twenty-four (24) months (commencing immediately after the Firing Range final acceptance) must be included.

## 2 Background

CSC has a requirement for a Fully Open Self-Contained Modular Firing Range facility(ies). Firearm training locations are required to qualify Correctional Officers on the current platform of firearms and to maintain regional training requirements.

## 3 Definitions

For the purpose of this requirement, a "Fully Open Self-Contained Modular Firing Range" must be composed of the following:

1. A fully enclosed, bullet-proof, semi-permanent structure;
2. Modules/sections of standardized dimensions and features;
3. Live Fire shooting area open in design, free of partitions, columns, etc.;
4. Permits assembly of the entire structure on site;
5. Can be transported by road;
6. Minimum site preparation;
7. Fabricated for maximum durability and safety

Fully Open Self-Contained Modular Firing Range is now referred to herein as a "Firing Range."

The requirements and system functionality of the Firing Range are further defined in section 9 "Technical Requirements and System Functionality".

## 4 Firing Range Installation Locations

Firing Range must be installed at the following CSC location: Dorchester Institution in Dorchester, New Brunswick, Canada

Up to three (3) optional Firing Ranges may be required at any or all of the following locations, and may only be exercised as per the terms and conditions of the contract:

British Columbia, Canada

Ontario, Canada and

Saskatchewan, Canada

## 5 Required Services

The Firing Range must be manufactured and ready for delivery and assembly by the *Contractor* at the required CSC installation site.

All Architectural and Engineering aspects of the work must be reviewed by registered professionals, licensed to practice in the province of installation and must provide stamped shop drawings, construction and as-built drawings as well as stamped site inspection reports.

Prepare all documents in English except for training documents and manuals which must be in English and French. The *Contractor* is responsible for the accuracy, completeness and consistency of the documents.

The site development, site servicing and foundation works shall be performed by the *Project Authority* based on written instructions from the *Contractor*.

## 5.1 Scope of Work

The *Contractor* must complete each of the following work elements, in order of reference and as further defined under Section 5.2 “*Scope of Work Elements*” and in conjunction with Section 9 “*Technical Requirements and System Functionality*”:

- 5.1.1. Submission of the Schedule for review and approval;
- 5.1.2. Submission of the Drawings for review and approval at different stages of development;
- 5.1.3. Submission of Technical Documents for review and approval;
- 5.1.4. Manufacturing of a Firing Range that is ready for delivery and assembly by the *Contractor*;
- 5.1.5. Coordination of plant inspection visit(s) from the *Project Authority* and/or delegated representative(s) during the Firing Range manufacturing phases (dates to be determined by the *Project Authority*). Should the plant inspection fail, subsequent plant inspections may be required at the discretion of the *Project Authority*;
- 5.1.6. Certifications of the Firing Range at the *Contractor's* Plant;
- 5.1.7. Inspection and sign-off by the *Contractor* of the CSC designated installation site to ensure that the site preparation completed by CSC is in compliance with the *Contractor* drawings/instructions;
- 5.1.8. Submittal of a Site Specific Construction Health & Safety Plan for review and approval by the *Project Authority* prior to delivery of Firing Range to the Site;
- 5.1.9. Delivery and installation of the Firing Range at CSC designated site including anchoring, all final service connections, cleaning, making-good of construction worksite and final close-out documentation;
- 5.1.10. Stamped Site Inspection Reports, Commissioning/Warranty Inspection, Final Acceptance and final Certifications of the Firing Range assembly and its installation on Site;
- 5.1.11. Training of CSC employees at the Firing Range location;
- 5.1.12. Full-service maintenance services for a period of twenty-four (24) months following Firing Range final acceptance; and
- 5.1.13. Technical Support for a period of twenty-four (24) months following Firing Range final acceptance.

**All work must be carried out by licensed personnel trained and qualified by the *Contractor*.**

## 5.2 Scope of Work - Elements

### 5.2.1 Schedule

Project Schedules are used as a guide for the planning, design and implementation phases of the project, as well as to communicate to the project team (all parties) when activities are to happen, based on network techniques using Critical Path Method (CPM).

The schedule must detail all the activities/milestones, tasks, duration to be performed from contract award to final acceptance.

The schedule must be reviewed and approved by the *Project Authority* before proceeding to drawings.

The *Contractor* shall provide continuous monitoring and control, timely identification and communicate with the *Project Authority* any critical issues that affect or potentially affect the project schedule. If unforeseen or critical issues arise, the *Contractor* must advise the *Project Authority* and submit proposed corrective measures.

### 5.2.2 Drawings

The *Contractor* shall provide complete drawings for the Firing Range complete with installation details prior to manufacturing.

The drawings shall be used by the *Project Authority*:

- a) To visualize each Firing Range layout and approve the design in accordance with Section 9, "*Technical Requirements and System Functionality*"; and
- b) To fully prepare the Firing Range designated installation site in anticipation of the installation of the Firing Range by the *Contractor*.

The finalized drawings must contain the following elements:

- a) Clear and detailed site instructions for the *Project Authority* to follow, in preparation for the receipt and subsequent installation of the Firing Range by the *Contractor*; and
- b) Design of the Firing Range as per the requirements defined in Section 9, "*Technical Requirements and System Functionality*"; and
- c) Drawings that have the stamped signature of Professional Engineers and Architects registered and licensed in the Province of the Firing Range designated area of installation.

#### 5.2.2.1 Drawing Delivery

The *Contractor* must provide one (1) complete set of draft drawings at each stage (33%, 66%, 99%, construction) in DWG (*Autodesk's AutoCAD drawing*) or in an equivalent electronic file format, as well as one (1) in PDF format. Two (2) sets of hard copies at full or half size must also be included for review.

The *Project Authority* must review the drawings and provide the *Contractor* with comments, including any required modifications.

The *Contractor* must provide the *Project Authority*, with revised draft drawings addressing comments and required modifications.

#### Drawing Final Approval:

Final approval will be provided by the *Project Authority* following receipt and review of any revised drawings addressing the *Project Authority's* comments and required amendments.



### 5.2.3 Technical Documents

The *Contractor* must submit the following technical documents to the *Project Authority*, in approved electronic format (unlocked Word format or unlocked PDF format) and paper file formats. The technical documents must be specific to the proposed Firing Range.

Optional Ranges:

Any required changes to the Technical Documents must be requested/approved by the *Project Authority*. The work will be authorized in accordance with the Additional Work Requirements of the Contract and paid-out in accordance with the labour rates found in Annex “B”.

#### 5.2.3.1 Product Data

The *Contractor* must provide the following Product Data for approval prior to manufacturing:

- a) Make and model of major building/system components;
- b) Manufacturer’s catalogue sheets;
- c) Material Safety Data Sheets (MSDS) literature;
- d) Performance charts and diagrams used to illustrate standard manufactured products that form part of the Firing Range.

#### 5.2.3.2 Operations Manual

The *Contractor* must provide an Operations Manual for the Firing Range and its major components in both hard copy (2 copies) and in approved electronic format which contains detailed operational procedures and that must include the following at a minimum:

- a) Start-up and shutdown procedures;
- b) Regulatory procedures;
- c) Control procedures;
- d) Emergency procedures;
- e) Seasonal operational instructions;
- f) Trouble-shooting instructions;
- g) Module assembly and disassembly instructions;
- h) Module alignment and balancing instructions.
- i) Other Major Equipment/Components

#### 5.2.3.3 Maintenance Manual

The *Contractor* must provide the *Project Authority* an approved electronic document and four (4) copies of the final operating and maintenance manuals in English and French. Maintenance manuals must contain the detailed maintenance requirements in order to keep the Firing Range and its major components in good working order. Preventative maintenance measures must be clearly identified and detailed within this manual.

#### 5.2.3.4 Spare Parts and Tools List

The *Contractor* must provide a list of recommended spare parts and tools and quantities considered necessary to support and maintain the Firing Range during the two (2) year full-service maintenance period.

Materials and replacement equipment, special tools and spare parts supplied must be of the same quality as the manufacturing products used for the works.

The list must include the following details:

- a) Original equipment manufacturer and/or brand name;
- b) Product name;
- c) Product model;
- d) Product code and/or part number;
- e) Product description;
- f) Specifications

#### 5.2.4 Manufacturing

Manufacturing of a Firing Range, ready for delivery and assembly by the *Contractor* at the required CSC designated site and manufactured as per the approved drawings and Technical Document.

#### 5.2.5 Quality Assurance Inspection at Manufacturing Plant

This Quality Assurance Inspection(s) must take place at the Manufacturing Plant during the date(s) identified in the *Contractor's* approved Schedule.

As part of the quality assurance inspection, the following items will be inspected by a representative of the *Project Authority* and/or designated representative(s) to confirm they meet the specification as described in Section 9:

- a) The distance measurement between the fifty metre (50m) firing line and target line;
- b) The overall internal dimensions of the live fire shooting area;
- c) The overall ceiling height of the live fire shooting area;
- d) The overall configuration of all rooms and general purpose spaces;
- e) The configuration of all entrance and exit doorways

#### 5.2.6 Certifications

The Manufacturer of the Firing Range must be certified to Canadian Standards Association (CSA), AND/OR the *Contractor* must ensure that all architectural and engineering aspects of the work are designed and stamped by registered professionals who are licensed to practice in the province of installation. As evidence that these requirements have been fulfilled, the *Contractor* must supply Certificates and/or stamped drawings, stamped technical documents and stamped site inspections.

All items and components of the Firing Range must be CSA certified (including but not limited to, mechanical, electrical) and must conform to all applicable CSA Standards prior to shipping. As evidence, each item and component must have a CSA tag.

The *Contractor* shall obtain all licenses, certifications, approvals and permits as it may be required in relation to the supply and installation of the Firing Range.

The Firing Range must be designed as a structure conforming to the requirements of a Group F, Division 3 building per Section 3.2 of the National Building Code of Canada.

The *Contractor* is responsible for providing all services and documentation necessary to obtain such licenses, certifications, approvals and permits.

Delivery of the Firing Range cannot commence until the *Project Authority* accepts and approves these certifications.

##### 5.2.6.1 Structural Integrity Certification

The *Contractor* must provide to the *Project Authority*, the stamped signatures of Canadian Professional Engineers and Architects registered in the Province of the installation certifying that the Firing Range has the structural integrity and is built to Canadian National Building Code to fully perform all of its intended

purposes.

#### 5.2.6.2 Safety Assurance Certification

Prior to delivery and installation, the *Contractor* must arrange for and provide certifications for full 360 degree ballistic containment to the *Project Authority*, by providing:

- a) An independent third-party certification of the ballistic containment composite, as produced by a recognized national testing laboratory; and
- b) Engineering drawings stamped and signed by a Canadian Professional Engineer registered in the province of the installation site.

#### 5.2.7 Site preparation

The *Contractor* must provide the *Project Authority* with all details of the infrastructure required on site to support the installation and operation of the Firing Range such as, but not limited to electrical, plumbing, natural gas and foundations,

The *Project Authority* must then provide all required site services to pre-determined demarcation points, as well as the required structural foundation and supports as indicated in the *Contractor's* Firing Range drawings as described in section 5.2.2 of this document. The *Project Authority* must construct the foundation and supports based on the *Contractor* drawings, local codes, and soil conditions at the site.

The *Contractor* will not be responsible for the construction of the foundation or the site services rough-in.

Once site preparation is fully completed, the *Project Authority* must advise the *Contractor* that the site is ready for inspection.

The *Contractor* must have a factory trained and certified technician for on-site inspection to ensure that the site preparation is in compliance with the drawings prior to the Firing Range being shipped for installation. The *Contractor* must arrange for the inspection and sign off prior to the delivery of the Firing Range.

#### 5.2.8 Health & Safety on Construction Site

The *Contractor* must assume responsibility as the *Prime Contractor* for work under this contract and appoint a qualified Health and Safety Coordinator for the purpose of ensuring the coordination of health and safety activities for the location in accordance with the Workers Compensation Act in the Province/Territory where the installation takes place.

In this section, "*Contractor(s)*" refers to any employee working for the *Prime Contractor* including any sub-contracted workers.

All *Contractors* are required to agree to these requirements prior to commencing work.

- All *Contractors*, Sub-*Contractors* and employees must comply with the Canada Labour Code and all federal, provincial, and local legislation as it applies to the work being performed;
- The *Contractor* must provide a Site Specific Health & Safety Plan to the *Project Authority* at least ten (10) days prior to the delivery of the Firing Range to Site;
- The *Contractor* must ensure worksite safety, adequate protection of workers, its sub-*Contractors*, employees while on Site, including all visitors that need to access the Site. ,
- *Contractors* must have received all required health and safety and security training. Applicable training may include (but not limited to):
  - WHMIS (Workplace Hazardous Materials Information System)

- Lock Out Tag Out Training
- Propane Handling
- Powered Equipment accreditation
- Working at heights (Aerial Work Platform Training, Fall Arrest Training)
- Fire Safety
- Trade Certificates (Electricians, Fuel & Electrical Technician, Plumber, Refrigeration, Steam Fitters, etc.)
- No *Contractor* must use a crane, lifting device, forklift, welding machine or cutting torch without a current applicable operator's license.
- *Contractors* must provide safe lock-out procedures that are compliant with all applicable legislation and manufacturer recommendations. *Contractors* must provide their own lock out equipment that may be required.
- *Contractors* must provide and wear personal protective clothing and equipment as required. Including, but not limited to:
  - Appropriate safety approved footwear
  - Fall arrest equipment including lanyard and harness for any work required to be performed 3m or higher.
- *Contractors* must ensure that their equipment is in safe working condition.
- *Contractors* must not use any tools, equipment or machinery belonging to CSC without direct permission from the *Project Authority*.
- Be responsible for the cleanliness of the site and perform the cleanup and disposal of waste and scrap as required by local ordinances and the laws of environmental protection.
- All waste generated from *Contractors*' work must be disposed of according to appropriate regulations under the Environmental Protection Act.
- *Contractors* shall report any injury or incident to the *Project Authority*.
- It is the responsibility of the *Contractor* to report injuries sustained by their employees requiring medical aid to the Workers Compensation in the Province/Territory where the accident took place.

## 5.2.9 Delivery and Installation

### 5.2.9.1 Work schedule

The work hours permitted by the Institution are Monday through Friday from **7 am to 5 pm**.

Work is not permitted during off-hours, weekends and statutory holidays without the permission of the *Project Authority*. A minimum of two (2) days advance notice will be required to obtain the required permission. Exceptionally, and after authorization from the *Project Authority*, the working hours on Saturdays and Sundays are from 7 am to 11 am.

### 5.2.9.2 Contractor's Site Supervisor

Complete installation of the Firing Range facility must be completed by the *Contractor* and be supervised by qualified personnel. The *Contractor's* site supervisor must direct and monitor work and attend site meetings as required.

### 5.2.9.3 Shipping and delivery

The *Contractor* is responsible for the transport and delivery of equipment to the work site. The *Contractor* is also responsible for ensuring the integrity of the equipment up to the delivery point.

The *Contractor* will be responsible for providing all required tools, heavy equipment, labour, certified tradesman and any other related resources such as (but not limited to) portable washroom facilities and waste disposal, required for the successful and complete installation of the range at site. This also

includes the responsibility for anchoring the Firing Range to its foundation, all final hook-ups of all site utilities from site stub-out connections to the Firing Range points of entry.

All Sub-Contractors used on this site must have proper certification and/or registration in the specific province and/or territory where the work is being done.

The Contractor is also responsible to have all tools and heavy equipment delivered to and removed from the site.

The Contractor must protect work against damage during installation and must repair all damage to ground surfaces, paving, floors and wall surfaces resulting from carrying out work, without expense to CSC.

#### 5.2.9.4 Site Security

The Contractor must be responsible for securing storage of all equipment, tools and all related products during working hours and after hours through the entire delivery and installation period.

Final oversight and direction on all matters related to site security will be in accordance with CSC security operations.

Security clearances for all on-site Contractor workforces and personnel must be made prior to accessing the site. The Contractor is responsible for ensuring that all of their workforce and personnel have the necessary clearance.

#### 5.2.9.5 Construction Site inspections

The Contractor must perform regular Site Meetings and Site Inspections and the record must be stamped by Architects and Consultants licensed to practice in the Province where the installation takes place.

The Contractor must authorize special tests, inspections and minor works that do not impact project cost and schedule by federal, provincial and municipal authorities as applicable.

#### 5.2.9.6 Final Cleaning

In preparation for acceptance of the project on an interim or final certificate of completion, the Contractor must perform the final cleaning.

1. Remove grease, dust, dirt, stains, labels, marks and other foreign materials, from interior and exterior finished surfaces.
2. Replace at no extra cost damaged products or items to the satisfaction of the *Project Authority*
3. Clean lighting reflectors, lenses, and other lighting surfaces.
4. Vacuum clean and dust building/facility interiors, behind grilles, louvers and screens.
5. Inspect finishes, fitments and equipment. Ensure specified workmanship and operation.
6. Broom clean and wash exterior construction site paved surfaces and walks; rake clean other surfaces of grounds.
7. Remove debris and surplus materials from crawl areas, roof areas and other accessible concealed spaces.
8. Clean equipment to a sanitary condition.
9. Replace filters on mechanical equipment.
10. CSC equipment that was moved or removed temporarily must be put back in the same location and in the same condition that it was in prior to the start of the work.

#### 5.2.10 Final Commissioning, Testing and Acceptance

The Contractor's certified technician must test the system components against the requirements identified in Section 9 "*Technical Requirements and System Functionality*" in the presence of the *Project*

*Authority* and/or designated representative.

The *Contractor* shall submit a Commissioning plan to be developed and updated to 95% completion during the design stage. The final update must be completed early during the installation stage and be finalized prior to the start of the commissioning stage.

The *Contractor's* certified technician and CSC *Project Authority* and/or designated representative must perform a general walk through of the completed structure. A list must be generated of any and all discrepancies. The *Contractor* must correct all identified discrepancies within following ten (10) working days following the reception of all deficiencies. Final walk through must be done by the *Contractor* and the CSC team to confirm that all work is completed and accepted by the *Project Authority*.

If the works do not meet the specifications requirements, they must be repaired or replaced at the *Contractor's* expense. Any failure or malfunction must be corrected to the specifications included in Section 9 "*Technical Requirements and System Functionality*" and approved by the *Project Authority*.

The *Contractor* must issue a written report confirming that all requirements have been met and that all deficiencies have been addressed. This report must be signed off by the *Contractor's* representative and provided to the *Project Authority* for approval.

The *Project Authority* must then perform a live fire test. The *Project Authority* will provide the munitions and weapons systems required for final acceptance.

#### 5.2.11 Training

The *Contractor* must conduct a minimum of two (2) English and/or French training sessions per installation site for up to twelve (12) CSC Firearms trainers per session and a Security Maintenance officer. Each session must be a minimum of two (2) days in duration. The date and time of the training sessions will be negotiated between the *Contractor* and *Project Authority*. All of the following topics must be elaborated on during the training session but not limited to:

- a) The operation of the internal communication system equipment;
- b) The HVAC/ air filtration system;
- c) Mechanical/ electrical/other systems overview;
- d) Bullet trap/ maintenance overview;
- e) Ballistic rubber tile overview;
- f) Roof and all external components;
- g) Health and safety components of the Firing Range; and
- h) All external Firing Range components.

The *Contractor* must also review and provide all relevant documentation in English and French as well as a copy of the operations manual for the students during the training session.

#### 5.2.12 Servicing/Maintenance

Provision of a full-service maintenance plan in accordance with the manufacturer's suggested scheduling, covering all regular parts, service and maintenance of the Firing Range for a period of twenty-four (24) months commencing immediately after the Firing Range final acceptance. This is to include a minimum of four (4) and a maximum of six (6) service calls per calendar year. All work must be carried out by personnel trained and qualified by the *Contractor*.

The *Contractor* must provide, at their cost, preventative and corrective service maintenance to ensure the ongoing safe and operational use of the range, above and beyond all defects in design, material or workmanship covered under the Warranty. The *Project Authority* will be responsible for the determination



of any additional visits beyond the required minimum of four (4). When a servicing visit is required, the *Project Authority* will provide a minimum of twenty-one (21) calendar days notice to the *Contractor* in order for the *Contractor* to schedule a site visit.

### 5.2.13 Technical Support

Starting immediately after the Firing Range final acceptance, the *Contractor* must provide twenty-four (24) months of toll free telephone (with voicemail access) and e-mail technical support, to troubleshoot and assist with all aspects of the repair and maintenance of the Firing Range.

The *Contractor* must provide, as a minimum, the following:

- a) A trained technical support representative available by telephone and e-mail during core Firing Range operating hours (Monday to Friday, 08:00 to 16:00 local time at the location of the Firing Range; and
- b) Maximum response time must be four (4) hours.

As part of its support tasks, the *Contractor* must be able to remotely access and control the Master Control System (MCS), identify and diagnose problems, and upon the request of CSC personnel, provide written action plans that:

- a) Identify the issue;
- b) Itemize and prioritize the work and materials required to resolve the issue;
- c) Identify the steps to resolve the issue; and
- d) Provide the anticipated timeline that will be required to resolve the issue.

## 6 Canadian Codes and Standards

The *Contractor* must comply with all statutes, codes, regulations, CSC Standard and by-laws applicable to the design and where necessary, must review the design with Public Authorities having jurisdiction so as to obtain: consents, approvals, licenses and permits.

The *Contractor* must utilize the latest editions of the applicable codes, standards, regulations and by-laws. Public Authorities Having Jurisdiction must review the design in order to obtain and apply approvals and permits required for the project. The *Contractor* must identify all jurisdictions appropriate to the project.

The Firing Range must be in accordance with applicable Canadian codes and standards as well as local fire and safety regulations. Where issues of conflicting standards arise, the more restrictive requirement is to be applied. Such as, at a minimum:

- a. National Building Code of Canada, 2010 (including documents referenced therein).
- b. National Fire Code of Canada, 2010 (including documents referenced therein).
- c. National Fire Protection Association (NFPA) standards as applicable including NFPA 10 - Standard for Portable Fire Extinguishers.
- d. CAN/ULC-S524-06 - Installation of Fire Alarm Systems.
- e. CAN/ULC-S537-04 - Verification of Fire Alarm Systems.
- f. Fire Safety Manual, Correctional Service Canada, 2009.
- g. Technical Criteria for Correctional Institutions – Correctional Institutions, Correctional Service Canada, 2014
- h. Canadian Electrical Code, CSA C22, 2012
- i. Canadian Standards Association (CSA)
- j. Explosives Regulations - C.R.C, c. 599. Explosives Act.
- k. Fire Commissioner of Canada - FCC No. 501 Standard for Emergency Lighting Services

## 7 Provincial, Municipal and Other Authorities Having Jurisdiction

Although the Federal Government is not formally subject to jurisdictions at other levels of government, voluntary compliance with the requirement of these other Authorities is a requirement unless otherwise directed by the *Project Authority*.

Codes, regulations, by-laws and decisions of authorities identified herein as having jurisdiction must be observed.

In areas of conflict between authorities, the Federal authority prevails.

In areas of conflict between Codes, Standards and regulations, the most rigid requirements must be adhered to.

The *Contractor* must identify other jurisdictions appropriate to the project.

### 7.1 Provincial Acts, Regulations, Standards and Inspections:

The Federal government does not defer to provincial authorities, except for specific regulations, Standards and inspections noted below.

Unless directed otherwise by the *Project Authority*, the *Contractor* will;

- a) Adhere to all applicable provincial Construction Health and Safety Acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations,
- b) Adhere to the requirements of the Labour Standards and Regulations in the province of delivery including (but not limited) to
  - 1. Employment Standards,
  - 2. Construction Safety,
  - 3. Designated Substance Management and
  - 4. Workers Compensation.

### 7.2 Municipal By-laws, Regulations, Standards and Inspections

The Federal government does not defer to municipal authorities, except for specific by-laws, regulations, Standards and inspections noted below.

Unless directed otherwise by the *Project Authority*, the *Contractor* will:

- a) Make preliminary municipal submissions at stages required by the respective Towns/Cities having jurisdiction;
- b) Provide all required supporting documentation for permit applications;
- c) Apply for and obtain all permits and approvals necessary for the work, including, but not limited to Building, Electrical and Plumbing Permits;
- d) Resolve all Building Permit related issues, as may be required;
- e) Provide fire safety equipment and access for fire-fighting services, as required by the municipal authorities;
- f) Apply for an Occupancy Permit and co-ordinate the resolution of all outstanding issues related to obtaining the permit; and



- g) Provide Municipal authorities with access to the site as required and arrange for inspections of the construction work by the governing utility officials.

## 8 Meetings

The *Contractor* must prepare and deliver a meeting agenda for all meetings to the *Project Authority*, including the site meeting to take place during the installation. The *Contractor's* Site Supervisor must attend site meetings.

The *Contractor* must record, prepare, and deliver the minutes of each meeting to the *Project Authority*. All minutes must be stamped by the Architect/Engineer licensed in the Province where the installation takes place.

### 8.1 Project Kick-off Meeting

The *Contracting Authority* will schedule and attend the project kick-off meeting. The *Project Authority* will host the project kick-off meeting near the designated range installation site to introduce the main project stakeholders and review and secure a common understanding of the requirements expressed in the following documents:

The Articles of Agreement including all Annexes;

The submitted Project Plan and Technical Documents; and

Health & Safety Requirements on construction sites as *Contractor*

Any other contractual or programmatic issues associated with the project as agreed between the *Project Authority*, *Contracting Authority*, and *Contractor*.

### 8.2 Progress Review Meetings

A minimum of four (4) Progress Review Meetings will be held for project stakeholders to discuss any issues or concerns that may arise with the project. The *Project Authority* will chair the Progress Review Meetings. All meetings will be held via teleconference or videoconference calls from CSC National Headquarters in Ottawa.

### 8.3 Meeting at *Contractor's* Plant

At the *Project Authority's* discretion, one or more additional meetings and/or inspections will be held at the *Contractor's* plant at a time to be determined by the *Project Authority* during the manufacturing phase of the range.

### 8.4 Other meetings

The *Contractor* or *Project Authority* may schedule informal reviews, such as teleconference calls, video conferences, briefings, and technical interchange meetings, as required to achieve the requirements of the Contract.

## 9 Technical Requirements and System Functionality

### 9.1 Configuration

The Firing Range must be designed in a modular manner so that the entire Firing Range can be unassembled from the installed site, transported by road, and re-assembled at a secondary location within a period no greater than 180 days.

The Firing Range must be capable of handling up to 7.62 x 51 NATO ammunition. The Firing Range must also be capable of handling twelve (12) gauge shotgun bounce shots from a distance of no less than fifteen metres (15m) outward from the bullet trap.

- *CSC service uses the following ammunition:*
  - *C8 (5.56 x 45mm, 77 grain and 55 grain)*
  - *9mm Pistol (9mm x 19mm, 147 grain)*
  - *12 gauge Shotgun (#4 buck, 27 lead pellets)*
- *CSC curriculum uses BOUNCE shots with the shotgun and therefore the floor of the Modular Range must be capable of absorbing/handling these shots.*
- *CSC use BOUNCE shots mainly from the 25m and 15m. Participants are instructed that for maximum results, the shot is aimed approximately 5 meters / 7 yards in front of the intended target.*

The Firing Range must provide 360 degree ballistic protection to prevent any rounds from coming back at the shooter or exiting the Firing Range.

## 9.2 Architecture

All walls, floors and ceilings of each module must be steel lined with 10mm AR500 (or equivalent) steel plate (Armor Plate) around and in front of the firing line that covers the walls a minimum of 2.5m down the Firing Range past the firing line and 6.5mm AR500 (or equivalent) steel plate, rated the same as the 10mm plate for the remaining distance down the Firing Range with the capability of handling ammunition up to and including the stated ammunition under section 9.1.

The modular Firing Range must have a 10 year structural warranty.

The module exteriors walls must be finished aluminum cladding with a minimum of 20 year warranty on the both material and finish.

The *Contractor* must provide a minimum of three (3) neutral colour samples for the exterior colour of the Firing Range.

The exterior colour of the Firing Range must be determined by the *Project Authority* within fourteen (14) calendar days of the Project Kick-off Meeting.

The entire roof area of the Firing Range must be designed, fabricated, and installed to ensure proper year round drainage and to avoid the pooling of any water on the roof surface.

The roof area of the Firing Range must be designed, fabricated, and installed to ensure it can adequately support snow loads based on climate and geographic location at designated site.

All exterior components must be designed and installed to protect against any damage that may result from the build up of any and all forms of precipitation as per Canadian National Building Code (NBC).

The perimeter envelope must have a minimum insulation value as stated under the Canadian NBC.

There shall be 2 doors for access to the firing range. Each door type and hardware shall be of commercial grade. One door shall be the main access person door behind the firing points. The rear door located in line with the targets shall be a double door with the second leaf used for maintenance equipment. This door shall be the secondary exit door and may also be used for target setting. A strobe light shall be

located above the door activated by contacts when door is being opened. Audible alarms are less effective as shooters wear ear protectors.

Heavy gauge eavestroughing with down spouts or an equivalent system to direct rain water away from people entering/exiting the Firing Range must be installed above each entrance and exit door.

All exterior and interior building signage shall conform to the Federal Identity Program (FIP). The FIP Manual is fully available at: <http://www.tbs-sct.gc.ca/fip-pcim/>

All signage must be bilingual (English and French). The *Project Authority* will inform the *Contractor* at the Project Kick-off Meeting of the mandatory order/size/colour of the letters (English-first or French-first) as well as sign color/size/etc.

### 9.2.1 Interior Finishing

Use only low Volatile Organic Compound (VOC) paints, adhesives, sealants, carpets, composite wood and wood laminate products.

The Firing Range must be designed to reduce high moisture/condensation potential.

The internal flooring material in all areas of the Firing Range, with the exception of the Live Fire Shooting Area, must be constructed of a non-slip, waterproof, high density and low maintenance material capable of handling a high volume of traffic.

The Live Fire Shooting Area floor, ceiling and wall surfaces must consist of a minimum of 25.4mm thick replaceable black, ballistic tiles with the exception of the 15 metres shotgun bounce shot area, which must be created of armour plated steel.

There must be no elevation change in flooring within the Live Fire Shooting Area from the ballistic tile section to the armour plated section of flooring (this is to prevent any possible injury walking down Firing Range from one floor surface to the other).

### 9.2.2 Master Control Room

The Master Control Room must be centered behind the firing line within the width of the Firing Range and provides a clear view of all eight (8) shooters in the Live Fire Shooting Area.

The Master Control Room area must accommodate a minimum of four (4) people with seating directly in front of the master control system.

The Master Control Room must incorporate a totally flat, non-angular, ballistic glass/window which provides a 100% unobstructed view of the entire Live Fire Shooting Area for all four (4) seating positions.

The Master Control Room must be separated from the firing side of the Firing Range with ballistically protected walls (ballistically rated to the same level as the remainder of the Firing Range). The Firing Range must include a fully integrated master control system with built-in system controls.

The minimum depth of the Master Control Room must be 3 metres.

The Master Control Room must be equipped with lockable, secure storage cabinets for the safe temporary storage of munitions and other related security items.

### 9.2.3 Staff Preparation Room

A separate room, with no direct access to the Master Control Room, must be located adjacent to the front

entry and the Master Control Room must be constructed to provide staff with a preparation space for up to twelve (12) people.

This space must include hooks and shelving to accommodate individual clothing items and footwear and bench seating.

#### 9.2.4 Mechanical Room

The Firing Range must include a separate enclosed internal mechanical room which houses all the internal electrical/ mechanical systems and control panels. Access to the mechanical room must be from the Master Control Room only. This room must be sized with adequate space around/above all equipment for ease of access for maintenance purposes.

#### 9.2.5 Live Fire Shooting Area

Must be able to provide a Firing Range that accommodates eight (8) shooters, with a shooting distance of 50 metres (164 feet)) in length from the furthest firing position to the target.

The minimum distance between the fifty metre (50m) firing line and the enclosed wall of the Master Control Room must be no less than five metres (5m) in depth.

The Live Fire Shooting Area must be a totally open space with no interior walls, supports/posts, stalls or dividers.

The minimum interior finished width of the Live Fire Shooting Area must be no less than twelve meters (12m) for the entire length of the Live Fire Shooting Area.

The Live Fire Shooting Area must also be able to accommodate shotgun bounce shots up to a distance of no less than fifteen metres (15m) in front of the bullet trap. This fifteen metre (15m) area must consist of armour plating steel for flooring surface.

When measured from the top of the finished floor surface to the lowest point of the finished ceiling, the interior ceiling must be no less than 2.3 metres in height. The ceiling of the active range area must be of sufficient height to provide for safe firing. All roof members, trusses, baffles, pipes, etc must be above the required minimum clear Line of Sight (LoFS) between the firing lines and the targets.

The interior ceiling height clearance of the Firing Range must provide enough visibility to clearly see all targets from the fifty metre (50m) firing distance within the Live Fire Shooting Area.

The Live Fire Shooting Area must have clearly marked wall and floor indicators identifying the following shooting distances from the target line:

- Three metres (3m)
- Seven metres (7m)
- Fifteen metres (15m);
- Twenty-five metres (25m); and
- Fifty metres (50m).

The Live Fire Shooting Area must be equipped with a two-way intercom communication system between the Master control room and the Live Fire shooting area with wall mounts located at the three meter (3m), ten metre (10m), twenty-five metre (25m) and fifty metre (50m) distances. The intercom communication system is only required to be installed on one (1) side of the wall (either left, or right)

These two-way intercoms must provide direct voice communication to and from the Master Control Room.

### 9.3 Bullet Traps

The bullet trap system must be non-mechanical and must be easy to maintain and service on an ongoing basis. The trap must not contain any moving parts, must not be water based, or have any requirement for a power source in order to operate.

The rear of the Firing Range must provide direct door access to the rear storage room as well as to the bullet trap. This door must be alarmed to the master control system. The storage area must provide a minimum of eleven point six metres (11.6m) in width and a minimum of three metres (3m) in depth between the rear of the bullet trap and exterior wall of the Firing Range.

Interior walls and bullet traps must be designed and constructed to eliminate the chance of properly directed projectiles from ricocheting rear-ward towards the shooting stalls.

Each modular Firing Range must have two (2) vertical bullet traps connected at the far end of the modules and must trap and contain all bullets being properly fired downrange and drop them into re-sealable disposable containers. The bullet traps must have negative air flow through them to exhaust the air through the HVAC system to the outside of the module so that all loose air borne particles not dropping into the disposable container are pulled through the HEPA filtration system. The bullet trap must allow for the recovery of spent rounds and any bullet fragments for periodic salvage. The trap must provide for access at the rear for ease of removal and proper recycling of spent bullets.

Bullet trap and lead collection system shall meet Canadian Firearms center Range Design and Construction Guidelines and applicable regulations.

### 9.4 Master Control System (MCS)

At a minimum, the master control panel must provide full control of the following range activities:

- a) All lighting within the Live Fire Shooting Area and within the Master Control Room;
- b) Intercom system (for two-way communication between the Master Control Room and the Live Fire Shooting Area);
- c) All door and fire alarm sensors;
- d) HVAC systems status indicators
  - (i) Internal temperature;
  - (ii) Airflow control monitor; and
- e) Access to the Firing Range from the exterior must be controllable from the MCS via a weatherproof video camera (in colour) which will allow staff to provide a visitor entry into the Firing Range directly from the MCS main control panel.
- f) The MCS must also be equipped with a land line telephone outlet. The telephone line on the final hook-up is the responsibility of the *Contractor*.

The master control panel must have software provided with a Windows-like, graphical user-interface environment.

### 9.5 Heating, Ventilation, and Air Conditioning (HVAC)

All supply air entering the range must be filtered and conditioned (heated, cooled, humidified)

Supply air must be 100% outside air and must be heated and/or cooled prior to entry into the Firing Range.

Air flow down the Firing Range must be maintained at a minimum of fifty (50) to seventy-five (75) feet per minute (FPM) from ceiling to floor and the distribution of supply air must be uniform, diffuse, and non-turbulent towards the firing line and must be near laminar flow down the Firing Range.

An air flow monitoring system must be provided with a pressure drop indicator which must continuously monitor air flow with an air pressure alarm to signal to the Firing Range Operator when the filters have become clogged and need to be replaced or cleaned.

The unit must operate as a complete self contained module with a slight negative pressure to ensure that no lead, smoke or air born particles get back to the shooter. A Negative Static Pressure of minus (-) 0.04 plus or minus (+/-) 0.02 inches must be maintained at all times. The supply and exhaust systems must be electrically interlocked to ensure continuous negative pressure

All air must move the full length of the modular Firing Range from behind the shooter and must be exhausted in front of and/or through the bullet traps out through the ceiling and the HEPA filtration system before being exhausted through the exhaust fan. All air must be exhausted to the outside of the module after being filtered through a 95% to 99.9% HEPA filter.

The Firing Range must be thermostatically climate controlled for heating, cooling and humidity, providing a range of indoor air temperatures from a minimum of **+18C (65F) in winter to a maximum of +26C (80F) in summer** with a Relative Humidity of 30% ± 5% (ASHRAE – firing range). The outdoor design temperatures used for calculations must be as per the Canadian NBC in the area of the Firing Range installation. Electronic thermostat temperature control must be able to display the temperature in both Celsius and Fahrenheit. Outdoor and exhaust air inlets and outlets must have sound traps to reduce any shooting noise emitted to the outdoors. Acoustical material must be applied to the exterior of the HVAC ducts. The maximum noise levels must be 165dBA within the range.

Provide all necessary controls and indicators that will permit occupied/unoccupied and temperature set back modes.

## 9.6 Electrical/Lighting Systems

Firing Range must have a complete zoned lighting system with dimmable banks of lighting downrange, electrical main panel an interior sub panel, and all electrical disconnects and breakers to support all modules and systems supported by the overall Firing Range.

The Firing Range must have a complete lighting system incorporated into the Firing Range structure with sufficient banks of lights to create a full lighting environment within all areas of the Firing Range.

Certified Energy Efficient lighting or ENERGY STAR certification is required.

Standard North American electrical outlets must be installed throughout all areas of the Firing Range facility for general use purposes, maintenance requirements and other related purposes.

### 9.6.1 Master Control Room Area

The lighting system for the Master Control Room area must provide both general purpose lighting and lighting for training applications.

The lighting in the Master Control Room Area must be dimmable from one hundred percent (100%) to zero percent (0%). Minimum illumination level for 100% shall be 500Lux.

### 9.6.2 Live Fire Shooting Area

The Live Fire Shooting Area must offer a single lighting system which will provide both general purpose lighting and full lighting for training applications.

The lighting in the Live Fire Shooting Area must be dimmable from one hundred percent (100%) to zero percent (0%). Minimum illumination level for 100% must be 300Lux.

The lighting within the Live Fire Shooting and Master Control Room areas must be able to be controlled both independently, and must be capable of being programmable from the master control panel (Master Control System).

### 9.6.3 General Purpose Areas/ Preparation Room Areas/Service areas

For all of these areas, general purpose lighting must be required. Minimum illumination level must be 100Lux for general purpose and Preparation room areas and a minimum illumination level of 50Lux for Service areas.

### 9.6.4 Operational Lighting

The Firing Range must be equipped with interior and exterior lights to indicate that the Firing Range is “hot” operational. At a minimum, light indicators must be located above all doors and within the Master Control Room.

### 9.6.5 Emergency Lighting

The lighting system must provide adequate levels of illumination for the speedy evacuation of persons from a building or room to a public thoroughfare or other approved open space in case of emergency.

The emergency lighting system must operate automatically in the event of an interruption of the power supply to the normal lighting with battery powered units to illuminate the path of egress.

All Exit Signage must be bilingual French/English.

Emergency lighting must be designed according to CSA International CSA C22.2 No.141-10 and CSC Technical Criteria.

### 9.6.6 Light Switches

All rooms must have their own lighting switches and provide adequate lighting for operational needs.

## 9.7 Target System

The Firing Range must contain a ballistically protected non-mechanical target system which incorporates a single rail system with a minimum of eight (8) individual target holders which can be manually adjusted / relocated in a single format or group format, along the entire length of the rail.

## 9.8 Fire Safety

A fire alarm system is required. The fire alarm system must be provided in conformance with the National Building Code of Canada and installed per the requirements of CAN/ULC. The fire alarm system is to be monitored through the MCS. Components must include heat and smoke detection as required by code,



manual pull stations and audible fire alarm devices (with strobe).

Exiting must be provided as per the requirements of the National Building Code of Canada. Travel distance to an exit is not to exceed 30 metres. At a minimum, at least one (1) emergency exit must be located inside the firing area and at least two (2) emergency exits must be located from within the control room area.

Appropriate fire extinguishers are to be installed in accordance with NFPA and NBCC.

Fire emergency procedures are to be posted in a prominent location.

Door hardware must not restrict egress from the building.

The Fire Alarm System (FAS) for the Firing Range is to be an expansion of the existing Fire Alarm System of the Institution and integrated into the existing system. Equipment and devices must be compatible with the existing system, connect to the existing FAS Network, update the database and annunciators, and provide a common alarm and common Trouble signal to the existing FA annunciation System located in the main communication control post MCCP of the institution.

## 9.9 Security Hardware Keys

The *Contractor* must arrange with their security hardware supplier/installer to have the keys for the security hardware to be delivered directly to the *Project Authority*. (Keys and cores for door locks at Dorchester Institution must be compatible with the Institution's "best" keyway. Keys and cores for other Institutions must be in accordance with CSC Technical Criteria for those Institutions).

Use standard construction cylinders for locks during the construction period.