



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest

7e étage, suite 7300

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Granulated bullet trap systems	
Solicitation No. - N° de l'invitation 47419-208456/A	Date 2019-07-25
Client Reference No. - N° de référence du client 1000348456	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-405-15424	
File No. - N° de dossier MTA-9-42110 (405)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-04	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Séguin, Caroline	Buyer Id - Id de l'acheteur mta405
Telephone No. - N° de téléphone (514) 703-0455 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY CMPTRLLRSHP / CONTROLE NC REGION OTTAWA ON K1A0L5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest

7e étage, suite 7300

Montréal

Québec

H5A 1L6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
1.5 EPOST CONNECT SERVICE	3
1.6 OPTIONAL SITE VISIT.....	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	11
6.2 REQUIREMENT	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF CONTRACT	11
6.5 AUTHORITIES	12
6.6 PAYMENT	13
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.9 APPLICABLE LAWS.....	14
6.10 PRIORITY OF DOCUMENTS	14
6.11 DEFENCE CONTRACT	15
6.12 SACC MANUAL CLAUSES	15
ANNEX "A"	16
REQUIREMENT.....	16
ANNEX "B".....	19
BASIS OF PAYMENT	19
ANNEX "C" TO PART 5 OF THE BID SOLICITATION	20
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	20

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1	21
MANDATORY TECHNICAL CRITERIA.....	21
ATTACHMENT 2	22
COMPLETE LIST OF COMPANY BOARD OF DIRECTORS.....	22

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This requirement does not include any security requirements.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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.

1.4 Trade Agreements

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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on **Wednesday August 14th 2019** at the CBSA Rigaud College on 475 Chemin de la Grande-Ligne, Rigaud, QC J0P 1P0. The site visit will begin at 13h00 (EDT).

We ask that the Bidder park their vehicles in parking lot P2. We ask that the Bidder or a representative of the Bidder go to the main entrance where a piece of identification will be required.

Bidders are requested to communicate with the Contracting Authority no later than Tuesday August 13th 2019 at 12h00 (EDT) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 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](#) (2019-03-04) 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: 90 days

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of material – Bid

2.2 Submission of Bids

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

Public Works and Government Services Canada
Acquisitions Branch – Quebec Region
800 de la Gauchetière Street West Tour, South West, Suite 7300
Montreal, Quebec, H5A 1L6

Email to use for epost:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (514) 496-3822

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid : two (2) hard copies

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

Section III: Certifications: one (1) hard copy

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information 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 must meet and demonstrate compliance with the mandatory technical criteria specified in Attachment 1 of this document.

Bidders must provide in their bid a work schedule demonstrating that they are able to meet the delivery and installation restrictions outlined in Annex A "Requirement", section 5.

Failure to demonstrate the compliance with the criteria in Attachment 1 or to provide the work schedule, the bid will be declared non responsive.

4.1.2 Financial Evaluation

Evaluation of Price - Canadian / Foreign Bidders

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
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. Bidders must provide prices Delivered Duty Paid (DDP) – CBSA College Rigaud (Quebec) Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

The total price of the items in Annex B "Basis of Payment" will be evaluated as follows:

Grand total = Subtotal 1 + Subtotal 2

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

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 titled 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide all items in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4009](#) (2013-06-27) Professional Services - Medium Complexity apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to February 19th 2021 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before February 20th 2020.

6.4.3 Option to Extend the Contract

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

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

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Caroline Séguin
Acting Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Quebec Region
Address: 800 de la Gauchetière Street West, Suite 7300, Montreal (Qc), H5A 1L6

Telephone: (514) 703-0455
Facsimile: (514) 496-3822
E-mail address: Caroline.Z.Seguin@tpsgc-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.

6.5.2 Technical Authority

This section will be filled out at contract award.

The Technical Authority for the Contract is:

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

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

6.5.3 Contractor's Representative

(To be filled out by Bidder)

The Contractor's representative for the Contract is:

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

6.6 Payment

6.6.1 Basis of Payment

Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work described in Annex A "Requirement", sections 1 to 4:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____ (*this section will be filled out at contract award*). Customs duties are included and Applicable Taxes are extra.

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

Cost reimbursable – Limitation of expenditure

For the Work described in Annex A "Requirement", section 6:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*this section will be filled out at contract award*). Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*this section will be filled out 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% committed, or
 - b. four 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.

6.6.3 Multiple Payments

H1001C (2008-05-12), Multiple payments

6.6.4 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor
[C2611C](#) (2007-11-30), Customs Duties - Contractor Importer

6.7 Invoicing Instructions

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

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 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.

6.9 Applicable Laws

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

6.10 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 [4009](#) (2013-06-27) Professional Services - Medium Complexity;
- (c) the general conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ .

Solicitation No. - N° de l'invitation
47419-208456/A
Client Ref. No. - N° de réf. du client
47419-20-8456

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-9-42110

Buyer ID - Id de l'acheteur
MTA405
CCC No./N° CCC - FMS No./N° VME

6.11 Defence Contract

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

6.12 SACC Manual Clauses

[A9019C](#) (2011-05-16). Hazardous Waste Disposal
[A9068C](#) (2010-01-11), Government Site Regulations
[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

ANNEX "A"

REQUIREMENT

1. Scope

This requirement is for the removal and disposal of the two bullet traps currently installed at the Canada Border Services Agency (CBSA) campus in Rigaud (Quebec), and for the installation of two granular bullet traps in the same location.

2. Technical specifications

2.1 Bullet trap

The granulated bullet traps must:

- 2.1.1 Be capable of capturing jacketed, semi-jacketed and non-jacketed, shot and slug projectiles with velocities 600 feet per second (FPS) (183 meters) to .308/7.62 mm grade, certified up to 3600 foot-pounds (4881 joules) of impact.
- 2.1.2 Be capable of capturing projectiles fired from oblique angles and point-blank range without back-splatter or ricochet.
- 2.1.3 Have a maximum height of: 2,743.2 mm (9'-0") complete with hopper.
- 2.1.4 Have a maximum footprint of: 29,870mm (98 feet)
- 2.1.5 Have a framework that is:
 - 2.1.5.1 Hot dipped galvanized metal inclined relative to the direction of incoming projectiles.
 - 2.1.5.2 No rear access for cleaning or service.
 - 2.1.5.3 Strength to support rubber medium, which is a minimum of 610mm (2 feet) thick as measured perpendicular to the rubber support structure.
 - 2.1.5.4 Constructed of AR500 if there is a potential to be impacted by projectiles.
- 2.1.6 Decelerate bullets in a shredded rubber medium that has an average diameter of 19.05 mm (3/4").
- 2.1.7 Include a hopper located above the target region of the trap to provide a supplemental volume of rubber granulate to maintain a constant depth of material.
- 2.1.8 Provide protection for the end of the range. Have a minimum height of 2651.76 mm (8.7 feet) unless otherwise noted on range specific drawings.
- 2.1.9 Be inclusive of all hardware necessary for assembly of the trap.
- 2.1.10 Accommodate surface variations of up to 50.8 mm (2") on the concrete slab.
- 2.1.11 Aid in the elimination of airborne lead on the shooting range.
- 2.1.12 No Environmental Protection Act regulated materials or water-absorbing added to the rubber medium.
- 2.1.13 Consistent rubber thickness to be maintainable using hand tools (rakes).
- 2.1.14 Be fully suited for multidirectional and cross lane shooting with a minimum safe distance of 0m from the trap.

3. Restrictions

3.1 Baffles

- 3.1.1 Contractor must ensure existing baffle layout in shooting range is not obstructed due to the installation of new bullet trap location. If the new bullet trap alters the current baffle layout the Contractor will have to modify, relocate, and/or add new baffle(s) for the purpose of containing or redirecting misdirected rounds within a shooting range towards the new bullet trap.
- 3.1.2 New baffles must be capable of mounting from the structure above, positioned in flat and angled manners.
- 3.1.3 New baffles must match existing performance and aesthetics.

3.2 Heating, Ventilation, and Air Conditioning (HVAC) / Mechanical

- 3.2.1 If necessary, contractor must adjust/relocate HVAC systems, equipment, controls to establish specified air pressure differentials, with all systems in all possible combinations of normal operating modes.
- 3.2.2 Contractor must perform testing and report on range HVAC following installation of new bullet trap to ensure range HVAC is working in normal operating modes.
- 3.2.3 If necessary, the contractor must remove/disconnect any plumbing associated with current bullet traps and capped.

3.3 Lighting

- 3.3.1 Contractor must ensure the existing lighting layout in shooting range is not obstructed due to the installation of the new bullet trap location. If the new bullet trap alters the current lighting layout the Contractor will have to modify, relocate, and/or add new lighting as required.
- 3.3.2 New lighting must be capable of mounting from the structure above.
- 3.3.3 New lighting must match existing lamination and aesthetics.

3.4 Electrical

- 3.4.1 Contractor must ensure that the control wiring, electrical & conduit associated with current bullet traps is removed and disconnected at the electrical panel.

4. Removal and disposal

4.1 Lead abatement

The contractor must:

- 4.1.1 Remove the lead containing material or lead coated materials while vacuuming the dust as they go.

- 4.1.2 Remove and dispose of the containing material or lead coated materials in accordance with the applicable provincial regulations.
- 4.1.3 Wet clean the work area, equipment and access room after the removal of the lead containing or coated materials. No entry, activity or ventilation will be allowed during the settling period following wet cleaning operations.

5. Delivery and Installation

The installation of the new bullet trap must be compliant with the following specifications.

- 5.1 The systems must be installed on the current concrete slab.
- 5.2 The systems must allow to use the existing lighting.
- 5.3 Contractor will have access to the site to start the work on December 9, 2019 at the earliest.
- 5.4 Both bullet traps must be fully operational by February 19, 2020. One of the two existing bullet traps must remain operational at all times during renovations.

6. Services upon request

6.1 Preventive Maintenance and Lead Abatement

The Contractor must provide, upon request, preventative maintenance (lead abatement) visits twice a year.

CBSA will be responsible for determining the servicing schedule. CBSA will request these visits to the Contractor in writing (email accepted). The Contractor will have 30 days to complete the visit and the maintenance required within 30 days after receiving the request.

6.2 Urgent repairs

A repair will be considered urgent if CBSA is unable to use the range due to an issue with the bullet trap. The Contractor must provide CBSA with a 24/7 access call number, and respond on-site to all urgent repairs within 12 hours, including holidays.

ANNEX "B"

BASIS OF PAYMENT

Bidders must fill out this annex and must submit prices for each item.

The prices proposed will be valid for the entire duration of the contract, both base and option periods.

Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.

Bidders must provide prices Delivered Duty Paid (DDP) – CBSA College Rigaud (Quebec) Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

Base items

Item #	Item description	Quantity (A)	Unit Price (B)	Price (A x B)
1	Removal and Disposal of the current systems	2	_____ \$	_____ \$
2	Delivery and installation of new systems as specified in Annex A "Requirement"	2	_____ \$	_____ \$
3	Preventive Maintenance and Lead Abatement	2	_____ \$	_____ \$
SUBTOTAL 1				_____ \$

Upon request items

Item #	Item description	Quantity *	Unit Price (B)	Price (A x B)
4	Additional Preventive Maintenance	1	_____ \$	_____ \$
5	Urgent repairs as specified in Annex A « Requirement »	2	_____ \$	_____ \$
SUBTOTAL 2				_____ \$

GRAND TOTAL	_____ \$
--------------------	----------

* Estimated quantities for evaluation purposes only.

ANNEX "C" to PART 5 OF THE 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 permanent full-time and/or permanent part-time employees.

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

- 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)

ATTACHMENT 1

MANDATORY TECHNICAL CRITERIA

In their technical bid, bidders must explain and demonstrate how they meet the criteria below.

No additional information can be provided after bid closing.

No references to Web site addresses will be accepted.

Criterion 1

Bidders must provide a list of minimum two (2) granulated bullet trap systems previously installed, of similar nature to this requirement. Bidders must provide a copy of the contracts or of the invoices for these systems in order to demonstrate compliance with this criterion, including the name of the client, the date of the work and a description of the system installed.

Criterion 2

Bidders must have a minimum of five (5) years experience in the design, manufacturing and commissioning of granulated bullet traps. Bidders must provide a written proof demonstrating compliance with this criterion.

Criterion 3

Bidders must be able to meet the installation and delivery restrictions specified in Annex A "Requirement", under section 5:

- 5.3 Contractor will have access to the site to start the work on December 9, 2019 at the earliest.
- 5.4 Both bullet traps must be fully operational by February 19, 2020. One of the two existing bullet traps must remain operational at all times during renovations.

