



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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Weapons Shooting Range	
<b>Solicitation No. - N° de l'invitation</b> W3048-20KF70/B	<b>Date</b> 2019-10-08
<b>Client Reference No. - N° de référence du client</b> W3048-20-KF70	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-7917	
<b>File No. - N° de dossier</b> KIN-9-52068 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-18</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 536-4874 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 3153 Dwyer Hill Road ASHTON Ontario K0A1B0 Canada	

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

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## **PART 1 - GENERAL INFORMATION**

### **Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number W3048-20KF70/A dated 08/15/2019 with a closing of 25 September 2019 at 2:00 p.m. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

#### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses. The Department of National Defence (DND) requires the use of a weapons shooting range facility which must be located within a 40km radius from Ashton, ON, K0A 1B0. The resulting Task Authorization Contract will be from 1 January 2020 to 31 December 2020 with Canada having the option to extend the Contract for up to 4 additional 1 year periods.

#### **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."

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## 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.

### 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 RFP:

Public Works and Government Services  
Kingston Procurement  
86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
Fax: (613) 545-8067

[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca) ([email address for epost Connect service](#)) Bids will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement

Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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 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.

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## 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 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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## 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  
Section IV: Additional Information

- 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 3 hard copies  
Section II: Financial Bid 1 hard copy  
Section III: Certifications 1 hard copy  
Section IV: Additional Information 1 hard copy

If there is a discrepancy between the wording of the soft copy 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.

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.

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**

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.

**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “F” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.2 Exchange Rate Fluctuation**

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

**3.1.3 SACC Manual Clauses**

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

**Section IV: Additional Information**

Bidders must submit the additional information required under Annex “G”.

**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

In providing this information, the bidder acknowledges and consents to the fact that DND may confirm the validity of the information provided by conducting a site visit.

Number	Requirement	Submission Requirements
M1	The proposed range facility must be located within a 40km radius from Ashton, ON, K0A 1B0.	The bidder must provide a print out from Google maps showing the bidder's location and Ashton, ON, K0A 1B0, showing the radius using the Measure Distance function.
M2	The proposed range facility must provide a variety of ranges which as a minimum include: i. 25 Meter; ii. 50 Meter; iii. 200 Meter; iv. 300 Meter or more; and v. 270 degrees or greater dynamic range.	The bidder must provide drawings or pictures of the range that demonstrate how it is able to meet each of the requirements.
M3	The proposed range facility must allow for the use of the following types of ammunition: i. 9 mm; ii. 5.56 mm; iii. 7.62 mm; iv. .308 Win; v. .338 Lapua Magnum; vi. 12 Gauge Slug; vii. 12 Gauge 00; and viii. 12 Gauge SSG.	The bidder must provide a statement within its technical bid demonstrating compliance.
M4	The proposed range facility must have sufficient space available for the storage of 2 x 20 foot Sea Containers.	The bidder must provide a drawing or pictures of the range area that demonstrate a suitable location.
M5	The proposed range facility must be available for DND rental from between the hours of 08:00 – 23:00 Monday to Friday and on weekends by providing a minimum of 7 days advance notice.	The Bidder must provide a statement within its technical bid confirming this.

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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## 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.

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## 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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Task Authorization

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

#### 6.3.1 Task Authorization Process:

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

#### 6.3.2 Task Authorization Limit

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$20,000.00 Applicable Taxes included, inclusive of any revisions.

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

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### 6.3.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" for Aboriginal Contractor means 5% of the Maximum Contract Value including HST.

2. Canada will request Work in the amount of the Minimum Contract Value or, at Canada's option, pay the Contractor at the end of the Contract in accordance with paragraph 3, subject to paragraphs 4 or 5. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. a) In the event that Canada has not requested Work in the amount of the Minimum Contract Value by the end of Period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract.

b) Should the Contract be terminated for convenience, the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract will be calculated by dividing the Minimum Contract Value by the number of months in the Period of the Contract, then multiplied by the number of elapsed months, or part thereof, at the time of contract termination.

Example: a one year Period of Contract with a Maximum Contract Value of \$12,000,000, with a Minimum Contract Value of 10 %, and a termination for convenience within 4.5 months of Contract award:

$\$12,000,000 \times 10\% = \$1,200,000$  Minimum Contract Value

$/12 \text{ months} = \$100,000 \times 4.5 \text{ months} = \$450,000$ .

4. In the event of a termination for convenience by Canada, Canada's only obligation to the Contractor will be to pay the greater of the costs under the termination for convenience clause or the amount determined in paragraph 3 b) above.
5. Canada will have no obligation to the Contractor under this clause:
  - i. if Canada terminates the Contract in whole or in part for default; or
  - ii. if Canada has requested work in the amount of the Minimum Contract Value.

### 6.3.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

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KIN519  
N° CCC / CCC No./ N° VME - FMS

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

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

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.3.5 Task Authorization - Department of National Defence**

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

### **6.4 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.

#### **6.4.1 General Conditions**

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

### **6.5 Term of Contract**

#### **6.5.1 Period of the Contract**

The Work is to be performed during the period of 1 January 2020 to 31 December 2020

### 6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1 year period(s) 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 15 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.

## 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette  
Title: Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
  
Telephone: (613) 536-4874  
Facsimile: (613) 545-8067  
E-mail address: [Herb.Choquette@PWGSC.gc.ca](mailto:Herb.Choquette@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.

### 6.6.2 Project Authority

The Project Authority for the Contract is: **[To be added into Contract by PSPC]**

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.

### 6.6.3 Contractor's Representative

#### General enquiries:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 6.8 Payment

#### 6.8.1 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the **"limitation of expenditure"** specified in the authorized task authorization. Custom duties are **included** and Applicable Taxes are extra.

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

#### 6.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$150,000.00 Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

#### 6.8.3 Monthly Payment

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

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#### **6.8.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

#### **6.8.5 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications and Additional Information**

##### **6.9.1 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.

##### **6.10 Applicable Laws**

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



#### 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) Annex C, Insurance Requirements
- (f) Annex D, Non-disclosure Agreement
- (g) the Contractor's bid dated \_\_\_\_\_

### ANNEX "A", STATEMENT OF WORK

#### 1. Summary of Requirement

Department of National Defence (DND) requires the use of a weapons shooting range facility which must be located within a 40km radius from Ashton, ON, K0A 1B0.

#### 2. Background

- 2.1 DND members have a mandate to maintain high weapon proficiency levels on a variety of weapons.

#### 3. Scope of Work

- 3.1 The Contractor must allow DND exclusive use of a civilian shooting facility or range that meets and is not limited to the following requirements:
- a. Is located within a forty (40) km radius from Ashton, ON, K0A 1B0;
  - b. Includes and is not limited to the following ranges:
    - i. 25 Meters;
    - ii. 50 Meters;
    - iii. 200 Meters;
    - iv. 300 Meters or greater; and
    - v. 270 degrees or greater dynamic range.
  - c. Allows for the use of a variety of ammunition types, including but not limited to the following:
    - i. 9mm;
    - ii. 5.56 mm;
    - iii. 7.62 mm;
    - iv. .308 Win;
    - v. .338 Lapua Magnum;
    - vi. 12 Gauge Slug;
    - vii. 12 Gauge 00; and
    - viii. 12 Gauge SSG.
  - d. Adequate space within the Contractor's premises for the storage of 2x 20' foot Sea Containers, to allow for the storage of DND range equipment;
  - e. Be available for DND rental Monday – Friday, between 0800 – 2300 hours; In the event of a requirement for weekend services, DND shall provide the Contractor with a minimum of seven (7) days advance notice.
  - f. Range facility must be fully operational immediately upon Contract award; and
  - g. Provide fully functional target stands (to be used with DND supplied targets).

#### 4. Constraints

- 4.1 The provision of the range rental is subject to the following constraints:

- 
- a. DND shall be permitted to erect barricades, shooting obstacles or modify and establish range set-ups;
  - b. DND shall be permitted to use smoke and distraction devices;
  - c. DND shall be permitted to use its own target systems and supplies;
  - d. DND shall conduct range services in accordance with DND's range safety procedures;
  - e. DND shall be permitted to cancel any booking free of charge, provided that a minimum of 24 hours' notice is provided to the Contractor; and
  - f. The Contractor shall be responsible to the cleanup and disposal of spent cartridges and brass, after each range use.

## **5. DND Responsibilities**

### **5.1 DND shall be responsible for the following:**

- a. Provision of all weapons, ammunition and targets (paper and steel) to be used during services;
- b. Restoration of any alterations or modifications done to ranges;
- c. Range safety requirements including providing medical and safety personnel;
- d. All costs associated with the installation and removal of the DND supplied Sea Containers to and from Contractor's site.
- e. DND must provide adequate notice to the Shooting Range Operator to allow them to reserve the range or facility for their use. The Shooting Range Operator will not be required to cancel existing reservations or planned shooting events to accommodate new reservations from DND.

**ANNEX "B", BASIS OF PAYMENT**

*Text in italics will be deleted from the resulting contract.*

**Pricing Periods:**

Year 1: 1 January 2020 to 31 December 2020

Year 2 (Optional): 1 January 2021 to 31 December 2021

Year 3 (Optional): 1 January 2022 to 31 December 2022

Year 4 (Optional): 1 January 2023 to 31 December 2023

Year 5 (Optional): 1 January 2024 to 31 December 2024

All pricing is firm in Canadian currency and does not include HST or GST (which must be shown as a separate item on invoices). *The estimated usages are for evaluation purposes only and do not commit Canada to use more than the actual quantities required.*

**Pricing Basis "A", Rental of Entire Shooting Range Facility**

**The entire shooting facility would be for the exclusive use of DND during the rental period**

- 1) Hourly unit prices in accordance with Statement of Work for rental of entire shooting range facility. Estimated annual usage 30 hours

Year 1, \$ \_\_\_\_\_/hour; Year 2, \$ \_\_\_\_\_/hour; Year 3, \$ \_\_\_\_\_/hour;  
Year 4, \$ \_\_\_\_\_/hour; Year 5, \$ \_\_\_\_\_/hour.

- 2) Daily unit prices in accordance with Statement of Work for rental of entire shooting range facility. A day is defined as any 8 hour period during a calendar day. Estimated annual usage 10 days

Year 1, \$ \_\_\_\_\_/day; Year 2, \$ \_\_\_\_\_/day; Year 3, \$ \_\_\_\_\_/day;  
Year 4, \$ \_\_\_\_\_/day; Year 5, \$ \_\_\_\_\_/day.

**Pricing Basis "B", Rental of one Shooting Range**

**The one shooting range rented would be for the exclusive use of DND during the rental period**

- 1) Hourly unit prices in accordance with Statement of Work for rental of one shooting range. Estimated annual usage 120 hours

Year 1, \$ \_\_\_\_\_/hour; Year 2, \$ \_\_\_\_\_/hour; Year 3, \$ \_\_\_\_\_/hour;  
Year 4, \$ \_\_\_\_\_/hour; Year 5, \$ \_\_\_\_\_/hour.

- 2) Daily unit prices in accordance with Statement of Work for rental of one shooting range. A day is defined as any 8 hour period during a calendar day. Estimated annual usage 70 days

Year 1, \$ \_\_\_\_\_/day; Year 2, \$ \_\_\_\_\_/day; Year 3, \$ \_\_\_\_\_/day;  
Year 4, \$ \_\_\_\_\_/day; Year 5, \$ \_\_\_\_\_/day.

**Pricing Basis "C", Storage of Sea Containers**

Annual lot price for storage of two DND owned Sea Containers on secure range property

Year 1, \$ \_\_\_\_\_/year; Year 2, \$ \_\_\_\_\_/year; Year 3, \$ \_\_\_\_\_/year;  
Year 4, \$ \_\_\_\_\_/year; Year 5, \$ \_\_\_\_\_/year.

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## **ANNEX "C", INSURANCE REQUIREMENTS OF CONTRACT**

### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

N° de l'invitation - Solicitation No.  
W3048-20KF70/B  
N° de réf. du client - Client Ref. No.  
W3048-20-KF70

N° de la modif - Amd. No.  
File No. - N° du dossier  
KIN-9-52068

Id de l'acheteur - Buyer ID  
KIN519  
N° CCC / CCC No./ N° VME - FMS

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## ANNEX "D", NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W3048-20KF70 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No. W3048-20KF70.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Id de l'acheteur - Buyer ID  
KIN519  
N° CCC / CCC No./ N° VME - FMS

[illegible]

N° de l'invitation - Solicitation No.

W3048-20KF70/B

N° de réf. du client - Client Ref. No.

W3048-20-KF70

N° de la modif - Amd. No.

File No. - N° du dossier

KIN-9-52068

Id de l'acheteur - Buyer ID

KIN519

N° CCC / CCC No./ N° VME - FMS

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**ANNEX “F”, to PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)



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**ANNEX "G", ADDITIONAL CERTIFICATION INFORMATION****1. Board of Directors**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

**2. Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.