

An advanced contract award notice (ACAN) is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services, or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date and time stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

1. Definition of the requirement:

The Correctional Service Canada (CSC) has a requirement to rent firearms range space to conduct live fire training and requalification of Emergency Response Team Members and Trainers.

CSC is required by law and policy to provide firearms training to Correctional Officers, including ERT Members and Trainers and requalify them yearly on those firearms that are present within their institutions or posts they may be expected to use during their duties. The firearms used and for which training and yearly qualification is required are, the C8 Carbine Rifle, 9mm pistol, 12-gauge shotgun and 40mm Gas/Impact Launcher. The training and requalification are a requirement of CSC's National Training Standards.

The work will involve the following:

1.1 Objectives:

To provide exclusive year-round access to a firearms range facility with ten (10) shooting positions capable of conducting live fire on the C8 Carbine Rifle, 9mm pistol, 12-gauge shotgun and 40mm Gas/Impact Launcher service firearms at distances of 50, 25, 10, and 7 metres.

1.2 Tasks:

1. The Contractor must provide exclusive access to a firearms range as required by CSC Monday to Friday, between the hours of 0730 and 1530 excluding statutory holidays as listed in appendix.
2. The Contractor must provide exclusive access to a firearms range facility with a minimum of ten (10) shooting positions capable of conducting live fire on the CSC service firearms at distances of 50, 25, 10, 7 and 3 metres. Also, with the capacity to conduct active shooting for the shotgun course of fire (stress walk).
3. The Contractor must provide secure on-site storage for training supplies, including but not limited to, target stands and backer boards, paper targets, cleaning supplies, first aid kits, port holes, and shooting mats. The Contractor must provide access to this secure storage only to approved CSC personnel.
4. The Contractor must provide men's and women's washroom facilities on site.
5. The Contractor must facilitate the recycling of spent ammunition.
6. The contractor must make available for use an indoor classroom area as part of the contract for each rental day from 07:30 to 11:30 at no additional charge.

1.3 Expected results:

Exclusive Access, 12 months of the year, Monday to Friday, 0700-1500 hours, to a firearms range facility as per above tasks.

1.4 Deliverables:

1. Provide exclusive access twelve (12) month of the year to authorized CSC personnel to the firearms range Monday to Friday, between the hours of 0730 and 1530, excluding statutory holidays.
2. Range facility must be as per the Tasks details.
3. The contractor must provide suitable and secure on-site storage to store target stands and other required training equipment.

4. The Contractor must make the indoor range available for rent (at an additional fee) for certain times throughout the fiscal year for one whole day (0730 to 1530) to facilitate training. Dates and times will be agreed upon between the Contractor and Project Authority.

1.6 Constraints:

1.6.1 Location of work:

- a. The Contractor must perform the work at Contractor's Facility
- b. No travel is anticipated for performance of the work under this contract.

1.6.2 Language of Work:

The contractor must perform all work in English.

1.6.3 Security Requirements:

There are no security requirements associated to this contract.

2. Criteria for assessment of the statement of capabilities (minimum essential requirements):

Any interested Supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

2.1 The Supplier must provide Gun Range Rental Space

- i. within a 20-kilometre radius from Mission Institutions and the Matsqui Complex.
- ii. with access 12 months of the year Monday to Friday, 0730 to 1530 (excluding statutory Federal holidays).

2.2 The Supplier must provide Classroom space at the range facility:

- i. That will accommodate up to twelve (12) training participants and three firearms trainers.
- ii. That has a designated "safe direction" to conduct firearms drills.

2.3 The Supplier must provide secure storage at the range facility, accessible to authorized CSC personnel only, to store training materials that include, but are not limited to target stands, targets, ear protection, firearms cleaning supplies.

2.4 The Suppliers range facility must include access to washrooms.

- i. A minimum of two (2) washrooms.
- ii. If designated male/female washrooms, one (1) washroom minimum must be designated non-gender.

2.5 The Suppliers range access must be protected by security access by the Contractor with security access card, and alarm system.

- i. The Supplier must supply sufficient access cards/keys (as required) for CSC access to secured areas during contract rental times.
- ii. The Supplier must supply any alarm codes required for CSC usage of the property during approved access times.
- iii. The Supplier must supply any access keys for the training areas for access during the contract rental times.

3. Applicability of the trade agreement(s) to the procurement

This procurement is subject to the following trade agreement(s):
Canadian Chile Free Trade Agreement (CCFTA)
Canadian Free Trade Agreement (CFTA);
Canada Korea Free Trade Agreement (CKFTA);
Canada – European Union Comprehensive Economic and Trade Agreement (CETA).

The procedural requirements of the other international trade agreements will be fulfilled following compliance to the procedural requirements of CFTA, CCFTA, CKFTA and/or the CETA.

4. Set-aside under the Procurement Strategy for Indigenous Business

This procurement is not subject to any set-asides for Indigenous Suppliers.

5. Comprehensive Land Claims Agreement(s)

This procurement is not subject to a Comprehensive Land Claims Agreement.

6. Justification for the Pre-Identified Supplier

The pre-identified supplier meets all of the minimum essential requirements described in this ACAN.

7. Government Contracts Regulations Exception(s)

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection:

(d) only one person is capable of performing the contract.

8. Exclusions and/or Limited Tendering Reasons

The following exclusion(s) and/or limited tendering reasons are invoked under the section of the trade agreement(s) specified:

Canada Chile Free Trade Agreement (CCFTA) Article Kbis-09:

(b) where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

Canadian Free Trade Agreement (CFTA), Article 513

(b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- (i) the requirement is for a work of art.
- (ii) the protection of patents, copyrights, or other exclusive rights.
- (iii) due to an absence of competition for technical reasons.
- (iv) the supply of goods or services is controlled by a supplier that is a statutory monopoly.
- (v) to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative.
- (vi) work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.
- (vii) work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor; or
- (viii) the procurement is for subscriptions to newspapers, magazines, or other periodicals.

Canada Korea Free Trade Agreement (CKFTA) – Article XIII

- b. where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - i. the requirement is for a work of art.
 - ii. the protection of patents, copyrights, or other exclusive rights; or

Canada – European Union Comprehensive Economic and Trade Agreement, Article 19.12

- b. if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - i. the requirement is for a work of art.
 - ii. the protection of patents, copyrights, or other exclusive rights; or
 - iii. due to an absence of competition for technical reasons.
awarded to a winner.

9. Ownership of Intellectual Property

There are no intellectual property terms in the contract.

10. Period of the proposed contract or delivery date

The proposed contract is for a period of two (2) years, from April 1, 2024, to March 31, 2026.

11. Cost estimate of the proposed contract

The estimated value of the contract, including option(s), is \$1,632,645.00.

12. Name and address of the pre-identified supplier

Name: Abbotsford Fish & Game Club
Address: **Box 293, 4161 Lakemount Road**
Abbotsford, BC V2T 6Z6

13. Suppliers' right to submit a statement of capabilities

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date and time of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

14. Closing date and time for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is March 22nd, 2024, at 2PM Pacific Standard Time.

15. Inquiries and submission of statements of capabilities

Inquiries and statement of capabilities are to be directed to:

Katie McKeever, A/Procurement Officer
33991 Gladys Avenue, #100
Abbotsford, BC. V2S 2E8
Telephone: 236-380-2294
E-mail: Katie.McKeever@CSC-SCC.GC.CA