



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

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

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

Title - Sujet Exposition, Design and Fabrication	
Solicitation No. - N° de l'invitation C1111-150773/A	Date 2016-03-15
Client Reference No. - N° de référence du client C1111-15-0773	
GETS Reference No. - N° de référence de SEAG PW-\$\$CX-024-70566	
File No. - N° de dossier cx024.C1111-150773	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-01	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gordon, Emily	Buyer Id - Id de l'acheteur cx024
Telephone No. - N° de téléphone (613) 990-3140 ()	FAX No. - N° de FAX (613) 993-2581
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CANADIAN HERITAGE 9TH FL.STN 72 15-9-G 15 EDDY ST Gatineau Quebec K1A0M5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Insurance Requirements.

1.2 Summary

PCH is seeking a Contractor to present a synchronized pyromusical Fireworks Display during the celebrations for Canada Day in the Nation's Capital on July 1st, 2016.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is limited to Canadian goods and/or services.

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 will be in writing.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The *2003* (2015-07-03) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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:

- a. name of former public servant;
- b. 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (two hard copies)

Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

MANDATORY REQUIREMENTS		Met	Not Met
M1	<p>The Bidder must demonstrate that it was contractually bound to an external client or to external clients for the provision of five (5) pyromusical fireworks displays that were planned, prepared and fired by the Bidder's firm.</p> <p>Each of the five (5) pyromusical fireworks displays must have been of a value of \$ 70 000 or greater.</p> <p>Each of the five (5) pyromusical fireworks displays must have taken place on or after January 01, 2010.</p> <p>For each of the five (5) pyromusical fireworks displays the Bidder must have been responsible for the planning phase, implementation, the display/show and the management of the project.</p> <p>The Bidder must provide the following information for each of the five (5) projects:</p> <ol style="list-style-type: none"> 1. The client contact information 2. A description of the security and safety considerations for the pyromusical fireworks display; 3. A description of the planning, implementation, display/show and management services provided by the Bidder for the project; 4. A narrative description of the pyromusical fireworks display including products used, colors, effects, and duration 5. The date of the pyromusical fireworks display (month and year); 6. The budget of the pyromusical fireworks display. <p>The Bidder must provide a letter of reference for three (3) of the five (5) pyromusical fireworks display projects submitted. Each letter of reference must be from the Client for the pyromusical fireworks display project submitted and must be addressed to the Bidder. The letter</p>		

	must demonstrate the client's recommendation or satisfaction with the contractor's performance for the given project.		
M2	<p>The Bidder must identify the proposed Project Leader for the pyromusical fireworks display.</p> <p>The proposed Project Leader must possess:</p> <ol style="list-style-type: none"> 1. The number of a <u>valid</u> Display supervisor card (minimum level required, shall not be expired) issued by ERD for Fireworks Supervisor, and 2. A minimum of five (5) years of experience in pyrotechnics fireworks display of similar scale. <p>The Bidder must provide the number of the proposed project leader's valid Display supervisor card issued by ERD for Fireworks Supervisor and the expiry date (month and year).</p> <p>The Bidder must confirm in writing that the proposed project leader has a minimum of five (5) years of experience in pyrotechnics fireworks display of similar scale.</p>		
M3	<p>The Bidder must identify the proposed Operator for the pyromusical fireworks display.</p> <p>The proposed Operator must possess:</p> <ol style="list-style-type: none"> 1. The number of a <u>valid</u> Display supervisor card (minimum level required, shall not be expired) issued by ERD for Fireworks Operator Certificate; and, 2. A minimum of five (5) years of experience in pyrotechnics of similar scale <p>The Bidder must provide the number of the proposed Operator's valid Display supervisor card issued by ERD for Fireworks Operator Certificate and the expiry date (month and year).</p> <p>The Bidder must confirm in writing that the proposed Operator has a minimum of five (5) years of experience in pyrotechnics fireworks display of similar scale.</p>		
M4	<p>Financial Proposal</p> <p>The Bidder must submit a detailed financial proposal for the pyromusical fireworks display in accordance with the Annex "B" Basis of Payment, with a Total All-Inclusive Price (see B.1 Total All-Inclusive Price) not exceeding \$110,000.00 (All applicable Taxes extra, as appropriate).</p>		
M5	The Bidder must propose a minimum of 20 shells of 300 mm (12 inch), 30 shells of 250 mm (10 inch) and 30 shells of 200 mm (8 inch) in Annex "B" Basis of Payment, Table 4: Detailed Breakdown of B.1.4 – Pyrotechnical materials.		

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The price of the proposal will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.2 Financial Evaluation Criteria

The Bidder must identify prices and rates in accordance with the Basis of Payment at Annex "B".

Bidders declared fully responsive according to the criteria identified in article 4.2, Basis of Selection below will be evaluated based on the prices proposed in the Financial Offer.

4.2 Basis of Selection - Highest Combined Rating of Total Shell Quantity and Price

1) To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria;

2) Bids not meeting (a) or (b) will be declared non-responsive.

4.2.1 The selection will be based on the highest responsive combined rating of total shell quantity* and price. The ratio will be 60% total shell quantity for and 40% for the price.

- 1) To establish the total shell quantity score, each responsive bid will be prorated against the highest evaluated total shell quantity and the ratio of 60%.
- 2) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 3) For each responsive bid, the total shell quantity score and the pricing score will be added to determine its combined rating.
- 4) Neither the responsive bid obtaining the highest total shell quantity nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of total shell quantity and price will be recommended for award of a contract.

The table below illustrates an example where all three (3) bids are responsive and the selection of the contractor is determined by a 60/40 ratio of total shell quantity and price, respectively. Highest evaluated number of shells is 135 and the lowest evaluated price is \$85,000.00 (85).

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Basis of Selection - Highest Combined Total Shell Quantity (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Total Shell Quantity		135	110	92
Bid Evaluated Price		\$100,000.00	\$85,000.00	\$110,000.00
Calculations	Total Shell Quantity Score	$135/135 \times 60 = 60$	$110/135 \times 60 = 48.89$	$92/135 \times 60 = 40.89$
	Pricing Score	$85/100 \times 40 = 34$	$85/85 \times 40 = 40.00$	$85/110 \times 40 = 30.91$
Combined Rating		94	88.89	71.8
Overall Rating		1st	2nd	3rd

*Total shell quantity: Means the total number of shells and explosive products (such as roman candles, cakes, etc.) of category 7.2.1, 7.2.2, 7.2.5 proposed for the pyromusical fireworks display.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.2 Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

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

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

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 Canadian Content Certification

5.2.3.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition.

5.2.3.2 This procurement is limited to Canadian services.

The Bidder certifies that:

() the services(s) offered are Canadian services as defined in paragraph 2 of clause [A3050T](#).

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 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to **July 3, 2016 inclusive**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Emily Gordon
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Communications Procurement Directorate
360 Albert St.
Ottawa, ON K1R 7X7

Telephone: 613-990-3140
Facsimile: 613-993-2581
E-mail address: Emily.Gordon@pwgsc-tpsgc.gc.ca

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

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cx024
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6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment – Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

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

6.7.2 Method of payment

H1001C (2010-01-11) Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.2.1 For B1.1 Initial Creative Concept and B1.6 Revisions to Creative Concept, Canada will pay the Contractor upon approval by Canada of the final creative approach.

6.7.2.2 For B1.2, B1.3, B1.4 and B1.5, Canada will pay the Contractor upon the completion of all the requirements set out in Annex "A" Statement of Work.

6.7.3 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30) Direct Request by Customer Department

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. 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

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

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 Music Rights and Clearances

The following information will be required:

When stock music and/or effects are used the Supplier must report:

Music Title
Composer
Publisher
Recording number
Duration used
Rights obtained

When original compositions and/or effects are used the Supplier must report:

Music Title
Composer
Duration
Rights obtained

6.12 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.

1. the Articles of Agreement;
2. the general conditions 2035 (2015-07-03), Higher Complexity – Services;
3. Annex A, Statement of Work;
4. Annex B, Basis of Payment;
5. Annex C, Insurance Requirements;
6. the Contractor's bid dated _____.

6.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$7,500,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Canadian Heritage and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

6.15 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/QEF/SEF #4a - Permission to Carry Explosives.

6.16 Cancellation of Display

6.16.1 Should the pyromusical fireworks display be cancelled by the Contractor or PCH personnel, due to inclement weather, Act of God or other circumstances beyond control from the Contractor, The Contractor will be paid 20% of the cost of the pyrotechnical materials as detailed in B.1.4 Pyrotechnical Materials. The Contractor will be responsible for dismantling the display, removing all pyrotechnical material from the site and returning the site to its normal condition. Inspection of the bridge will be a priority.

6.16.2 Cancellation of Portion of the Display

Should a portion of the pyromusical fireworks display be cancelled by the Contractor or PCH personnel, due to inclement weather, Act of God or other circumstances beyond the control from the Contractor, the cancelled shells will be credited to Canada against the cost of the pyrotechnical materials as detailed in B1.4, at the unit cost indicated on the unit cost grid provided by the Contractor in the Annex "B" Basis of Payment - B.1.4 Pyrotechnical Materials

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1 Title

Design, organize and produce pyromusical fireworks Display for Canada Day.

1.2 Introduction

Canadian Heritage (PCH) has the mandate to organise and promote public activities and events that promote national pride and unity in the National Capital region.

PCH is seeking a Contractor to present a pyromusical Fireworks Display during the celebrations for Canada Day in the Nation's Capital on July 1st 2016.

During the Canada Day Celebrations, spectators will mainly be on the grounds of Parliament Hill, in Major's Hill Park and in Jacques-Cartier Park, Museum of History, as well as on the streets around the area.

1.3 Definitions and References

"ERD" denotes the Explosives Regulatory Division of the Natural Resources ministry or its authorised representative.

"Display Fireworks Manual 2010" denotes the second edition published in 2010 by the Explosives Regulatory Division of the Natural Resources ministry.

- Display fireworks include aerial shells, large Roman candles, ground-level effects and other articles. These articles are explosives and are classified as "high hazard" display fireworks, class 7.2.2. The manual corresponds with the federal *Explosives Act* and *Explosives Regulations* but does not apply to pyrotechnic special effects (class 7.2.5 / F.3), which are covered in the *Pyrotechnic Special Effects Manual* or to consumer fireworks (-class 7.2.1 / F.1)

Authorized (explosives, fireworks)

- The explosives or fireworks (cited in the *List of Authorized Explosives*) that the Chief Inspector of Explosives has declared to be capable of being safely manufactured, handled, stored, transported and used.

Certification Display Supervisor card denotes people who handle and operate fireworks must have completed the certified training for the levels of:

- Display Supervisor
- Display Supervisor with Endorsements

The training is provided by the Explosive Regulatory Division (ERD) of Natural Resources Canada (NRCan). The Display Fireworks Safety and Legal Awareness course is held at various locations throughout Canada, depending on demand.

Authority Having Jurisdiction (AHJ)

- The agency responsible in any area for granting approvals for fireworks displays. The most common AHJ is the fire department, but other agencies in provinces, territories, cities or municipalities also serve as AHJs.

Synopsis

- Detailed scenario and requirements provided by the AHJ from the City of Ottawa fire department (OFD)

Pyromusical Fireworks Display / Display / Show

- Is defined as the Canada Day fireworks display as detailed in the Annex "A" Statement of Work

1.4 Objectives of the Requirement

Canada Day Pyromusical Fireworks Display:

The July 1st 2016 pyromusical fireworks display will have a duration of minimum 15 minutes. The pyromusical fireworks display will be synchronised to a soundtrack on time code. It will take place on July 1st at approximately 10 p.m. (exact time to be confirmed, delays can be expected). It will be comprised of shells and products from categories 7.2.1, 7.2.2 and 7.2.5,

The pyromusical fireworks display will be launched only from Nepean Point, located on the property behind the National Art Gallery of Canada in Ottawa, unless otherwise indicated by PCH and approved by the authorities.

1.5 Requirements

The Contractor will provide a synchronised pyromusical fireworks display that will include the following elements:

- a) The pyromusical fireworks display must sustain the enthusiasm of the spectators. It must have an impressive beginning (minimum of 1 minute), a moderately paced middle portion, a "false finale" and followed by a grand finale. The pyromusical fireworks display must be spectacular, colourful and appealing to the spectators.
- b) The pyromusical fireworks display must last a minimum of 15 minutes and be comprised of display shells and pyrotechnical effects of high-level to be launched from Nepean's point. Products to be used must be category 7.2.1, 7.2.2 and 7.2.5.
- c) Any display shell must produce its effect at a height of at least 90 m (approximately 300 feet) from the ground at Nepean Point so that it may be seen by the majority of spectators.
- d) Any pyrotechnical products, producing its effect lower than 125 m (approximately 400 feet) from the ground at Nepean Point must be launched with shells of 155 mm (6"), 205 mm (8"), 255 mm (10") and 305 mm (12"). Therefore, almost every cue will include at least one 127 mm (5") shell or bigger. It should be noted that the bidders can use products from calibre ranging between 50 mm to 125 mm, roman candles, cakes, etc. ranging between Calibre 20 mm to 60 mm and apply the above description when designing the pyromusical fireworks display.
- e) The pyromusical fireworks display must include a minimum 20 shells of 300 mm (12 inch), 30 shells of 250 mm (10 inch) and 30 shells of 200 mm (8 inch) and a variety of other sizes and products.
- f) The Contractor must possess valid ERD certifications to supervise the show, transport material and submit copies with the proposal.

- g) Revisions to creative concept. The Contractor must plan for a maximum of three [3] complete revisions to the creative concept, if required by the PCH Project Authority. The Contractor must provide all activities and materials to revise the complete creative concept of the display concept and soundtrack arrangement if required. The number of shells or products may increase, not significantly, if required, in accordance with the product/shells identified and priced in the Annex "B" Basis of Payment. It is important to note however that, PCH will not reduce the overall quantity of shells/products listed in the Annex "B" Basis of Payment as a result of a revision of the creative concept.
- h) The amount of dead air time during the pyromusical fireworks display must not exceed five (5) seconds with no shells exploding.

1.6 Tasks

1.6.1 The Contractor must:

- a) Design, organize and produce of the synchronized pyromusical fireworks display to time code
- b) Supply all of the fireworks, equipment and related products
- c) Provide secure and safe transportation and storage of hazardous material before, during and after the pyromusical fireworks display
- d) Provide all the necessary equipment required for the setup, cleanup of the display on the launch site and the full fall out zone, as well as the search and removal of un-exploded fireworks, etc. Final cleanup of the roof of the National Art Gallery of Canada and other areas must be completed by the Contractor on July 2nd.
- e) Plan for a meeting with PCH as well as a meeting with the principle stakeholders as identified in the document approximately 30 to 45 days prior to the event to review site plan, security plan, set up schedule, etc.
- f) Obtain all necessary insurance, licences, permits and authorisations, air traffic NOTAM (NAVCAN), required clearances to produce the pyromusical fireworks display.
- g) Provide, to PCH, a description of the detailed firing system used by the Contractor. The description must include (but is not limited to) the following information:
 - Capacity to cancel certain products and/or size of shells at a moment's notice during the show.
 - Capacity to cancel products and/or size at a moment's notice not in any way disrupt the show.
 - Stop and start the show in the event of a security or safety issue, etc.
- h) Provide to PCH the final sound track, using only Canadian content music by multiple Canadian artists. The sound track must be prepared by the Contractor in consultation with PCH and approved by PCH. The soundtrack must be produced in a studio, and professional sound quality. The Contractor must obtain all necessary usage rights and licences to create the soundtrack. The sound track will be played at the identified sites in item 1.2. Should PCH require the use of the soundtrack for other purposes such as playback on Canada Day website or during the Canada Day official broadcast further negotiations will be required and additional costs identified.
- i) Supply all the necessary material, launching apparatus and all necessary protective equipment;
- j) Supply all necessary tools and equipment to install, operate and dismantle the pyromusical fireworks display such as not limited to Backhoe, Kubota type of machinery, material handling lift, required, etc.;
- k) Supply one (1) Dry box trailer of 12 m (53'), to park on site to add an additional barrier between the National Gallery of Canada and the fire ring zone as requested by the authorities;
- l) Supply all necessary support systems and equipment (i.e.: boxes, mortars, etc.);
- m) Supply all additional sandbags required above the 200 supplied by PCH;

-
- n) Supply all necessary protective tarps (plastic, canvas or aluminum) to shelter mortars, shells and wiring in case rain;
- o) Supply all transportation for Contractor's staff, pyrotechnic material and other equipment;
- p) Supply all manpower with a valid fireworks supervisor card necessary to install, operate and dismantle all pyrotechnic material and necessary protective equipment; PCH will verify identification and any individual without the proper credentials will not be allowed on site ;
- q) Contact PCH immediately, as provided by PCH prior to the set-up, upon entering the site, upon the arrival of the vehicle transporting the pyrotechnical material. One of the Contractor's employees must remain with the pyrotechnical vehicle at all times once this vehicle has entered the launch site
- r) Lay and remove approximately one hundred (100) plywood sheets measuring approximately 1.2 X 2.4 m (4' x 8'), provided by PCH to the Contractor, to protect the grass and block the opening between the ground and the floor of the trailer and other specified areas by PCH, Explosive Regulatory Division of National Resources Canada (ERD), Ottawa Fire Department Authority Having Jurisdiction (AHJ).
- s) Advise the launching of the pyromusical fireworks display to the air traffic control such as the Rockcliffe, Gatineau, Carp and Ottawa airports;
- t) The Contractor must properly and adequately pick up and dispose of all pyrotechnical garbage from the site area as well as sand from the ground. Rakes may be used on the grass as required
- u) Assign a Project Leader who will:
- Attend meetings with the principal stakeholders such as and not limited to the National Gallery of Canada, representatives of Public Works and Government Services Canada, AHJ, and the PCH project team. Meetings will take place in Ottawa;
 - Be the primary contact person with PCH.
 - Coordinate the entire installation, the launch, the dismantling and the clean-up of all aspects of the pyromusical fireworks display.
 - Ensure effective liaison with representatives of PCH and the AHJ as well as with other designated entities such as and not limited to the ERD, the management of the National Art Gallery of Canada (NAG) and Public Works and Government Services Canada (PWGSC).
- v) Assign an Operator who will:
- Be responsible for the technical aspects of the pyromusical fireworks display;
 - Oversee the entire installation, execution, dismantling and cleaning and who must return the site to its original state before the end of the day on July 3;
 - Attend the site security/safety meeting on the day of the pyromusical fireworks display. The exact time of this meeting will be determined at a later date. PCH will inform Contractor of time and attendance of the meeting;
 - Prior to and after the pyromusical fireworks display, perform, in conjunction with PCH site coordinator, a site inspection. Following the pyromusical fireworks display, perform an inspection and clean-up for any unexploded fireworks, duds or still ignited pieces and debris. A final inspection is to be performed on July 2nd immediately after the pyromusical fireworks display and again at daylight.
- w) The Contractor must comply with current and applicable health and safety regulations as well as the responsibilities to produce such a show. The Contractor must provide all required official competency cards for each staff working on the show for the specific tasks such as and not limited to fall arrest when working at heights.

1.6.2 Security and safety

- a) All fireworks shells must be selected, purchased, stored, handled, transported, installed, fired and disposed of according to ERD rules and regulations as well as the OFD synopsis. Any oversight of these rules and regulations may lead to immediate cancellation of the pyromusical fireworks display.
- b) The Contractor must only use pyrotechnic materials which are authorised in Canada by ERD.
- c) All mortar installations must conform to ERD rules and regulations as well as indications from the Ottawa fire prevention department. Sand to fill the barrels is the responsibility of the Contractor. Plastic 45 gallons barrels are provided by PCH.
- d) The Contractor must inform PCH site coordinator immediately upon discovery or notice of any situation which may present any danger, however remote, to the public, surrounding buildings or landscaping.
- e) The Contractor must provide four (4) coloured 155 mm (6") and one (1) 255 mm (8") display shells for wind direction testing. These must be launched by the Contractor at different times 90 minutes preceding the pyromusical fireworks display, upon request and agreement between PCH and the certified technician. If not used for testing purposes, these shells will be integrated into the fireworks Display.
- f) An inspection of all launching apparatus will take place at the end of their installation by the Contractor and prior to launching. The ERD, AHJ and PCH will perform this inspection. The Project Leader must be on hand to answer any questions and coordinate any required changes.
- g) The Contractor must, following any inspection, be ready to rearrange the position of mortars at the last moment, if required.
- h) No pyrotechnical material can be launched if the wind velocity is stronger than 45 km/h. Adjustments for wind speed shall be dictated by Table 2 of the Explosives Branch " Bulletin #48 June 2006" for winds up to 40 Km/h. Even if winds are weak, consideration should be given to cancelling certain larger shells in case of risks. PCH and/or ERD and/or the Ottawa Fire Department, in conjunction with the Contractor, could determine what shells are still within reasonable safety standards. The Contractor must therefore be able to isolate certain portions of the pyromusical fireworks display to prevent a launch should these portions exceed the permitted limits. At all times, Contractor must ensure that safety is a priority during the pyromusical fireworks display.
- i) Any derogation from the Canadian rules and regulations established by ERD will be negotiated and pre-approved by the ERD.
- j) The Contractor must provide, to PCH, a work plan and safety plan for the pyrotechnicians that will be on the flat surface of the National Gallery of Canada roof during and following the pyromusical fireworks display. This plan will be shared with the National Art Gallery of Canada. The Contractor must also participate in a meeting with the National Gallery of Canada representatives to revise the plan before the pyromusical fireworks display and sign the release. The Contractor must have minimum of two (2) technicians, certified with fall arrest equipment and certification if required. The Contractor must respect all recommendations and requirements from ERD and OFD.

2. PCH's Obligations

PCH will be responsible for:

- a) Collaborating with the Contractor in preparation of the soundtrack as detailed in section 1.6.1, and for approval of the final soundtrack
- b) Coordination with the National Gallery of Canada the preparation of an agreement of understanding between the organization to mitigate the risk from the pyromusical fireworks display, to access to the

roof of the building, and to facilitate the closure of the Great Hall and the closure of the building as per the synopsis from the Ottawa Fire Department (OFD) Authority having jurisdiction (AHJ).

- c) PCH will get into an agreement with Public Works and Government Services Canada for the closure of the Alexandra Bridge.
- d) The equipment below to be delivered and returned by PCH to Nepean's Point
 - The supply of one (1) 12 m (53') Dry box trailer to act as a preventive protective barrier to the National Gallery of Canada. The trailer will be delivered by PCH contractor on Nepean's Point and must be moved by the Contractor at the appropriate time to its final position on Nepean's Point;
 - The supply 200 sandbags of approximately 12 kg (25 lbs.) each for use by the Contractor;
 - The supply of approximately 100 plywood sheets of approximately 1.2 X 2.4 m (4' x 8') to be used by the Contractor to protect the grass and block the opening between the ground and the floor of the trailer and as required. The supplied plywood must be laid, removed, by the Contractor;
 - The supply and installation of all required barricades to physically enclose the display launching perimeter;
 - The supply of six (6) two-way radio for use by the Contractor to communicate with PCH and validate the perimeter;
 - The supply of 100 plastic drums of approximately 200 litres (45 gallons) each to be used by the Contractor;
 - The supply of a 20 or 30 yard dumpster for garbage (non-pyrotechnical waste).
 - The provision of two (2) tower lights on the Astrolabe for overnight
 - The provision of one (1) step ladder
 - The provision of one (1) portable toilet at the Astrolabe for the Contractor's use;
 - The provision of a launch shelter for the pyro technician on the Astrolabe
- e) Provide the Contractor with all necessary parking and access passes to restricted areas;
- f) The supply of two (2) electrical outlets of 15 amps at 110 volts;
- g) Advising, through the use of the Traffic and Transit Committee, the launch of the pyromusical fireworks display to the Ottawa Police Service, the RCMP, Gatineau Police Services, EMS and all other emergency services.
- h) Coordinating with the Ottawa Fire Department to have a fire truck on stand-by for any emergency prior to, during and after the pyromusical fireworks display. Exact position of the vehicle is to be confirmed to the Contractor by the PCH Project Authority.
- i) Supplying all site security required for public safety during set up the event and tear down. This service will be provided through local private security companies;
- j) The provision of the sound system to broadcast the sound track on the following sites: Parliament Hill, Major's Hill Park and Jacques Cartier Park. Arrange the broadcast of the sound track thru phone lines to each site. All material and equipment supplied by Canada remains the property of Canada
- k) As per the synopsis from the Ottawa Fire Department (OFD) Authority having jurisdiction (AHJ), PCH will enter into an agreement with the National Gallery of Canada to organize access to the roof of the building and to facilitate the closure of the Great Hall and the building.
- l) PCH will enter an agreement with Public works and Government Services Canada for the closure of the Alexandra Bridge. The Contractor must comply with all applicable regulations and laws. The Contractor must also pick up any debris on the bridge.

3. Work schedule, Deliverables and Milestones

Schedules

For operational reasons, considering inclement weather, the Contractor must plan for one (1) to two (2) days of site preparation and installation, for two (2) days of loading shells as per the AHJ – OFD synopsis (example June 30 possibility of loading 75 mm and 100 mm) or as indicated in the synopsis from the Ottawa Fire prevention department as well as 1 to 2 days of dismantling.

ACTION	DATE
Provide initial creative concept	15 calendar days after award of contract
Revision 1 of creative concept to be submitted to PCH	10 calendar days after request by PCH
Revision 1 of the list of shells to be incorporated into the pyromusical fireworks display if required based on the revised concept, and in accordance with the Annex B basis of Payment.	5 business days after review of creative concept by PCH
Revision 2 of creative concept to be submitted to PCH	10 calendar days after request by PCH
Revision 2 of the list of shells to be incorporated into the pyromusical fireworks display if required based on the revised concept, and in accordance with the Annex B basis of Payment.	5 calendar days after review of creative concept by PCH
Revision 3 of creative concept to be submitted to PCH	10 calendar days after request by PCH
Revision 3 of the list of shells to be incorporated into the pyromusical fireworks display if required based on the revised concept, and in accordance with the Annex B basis of Payment.	5 calendar days after review of creative concept by PCH
Submit to PCH final Soundtrack for approval (approval could take up to 14 days)	April 27
Receipt by PCH of final creative approach from Contractor	May 27
JULY 1 st 2016	
Inspection of mortar installation	Ongoing
Arrival of pyrotechnic material on site	as per synopsis from OFD-AHJ permit request
Final inspection of launching area	June 30 and July 1 st
Time at which the company shall be ready to launch the pyromusical fireworks display	6 pm - Exact time to be confirmed prior to the display
Closing of the Alexandra Bridge to pedestrians	July 1 st at 9 pm
Tests and wind direction	6 pm to 10 pm ongoing load test 9 pm to 10 pm wind test
Display launching	10 pm (approx.)
Re opening of Alexandra Bridge to pedestrians	Immediately after bridge clean confirmed by technician. Order given by the Unified Command centre
Strike and site clean-up	July 1, 2 and 3 rd
Final site inspection	July 3 rd

ANNEX "B"

BASIS OF PAYMENT

All prices must be FOB Destination, in Canadian funds, duty and excise taxes included, and all applicable taxes extra.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount. If the Bidder disagrees then the proposal will be found non-compliant and no further evaluation will be done.

Bidders must provide pricing in the format specified in this Annex "B". Failure to provide prices in the format specified will render the proposal non-responsive.

The Bidder must submit firm all-inclusive prices for the provision of the Canada Day pyromusical fireworks display as described in Annex "A", Statement of Work.

B.1 TOTAL ALL INCLUSIVE PRICE

The firm all-inclusive prices must include all insurance costs, clearances, travel, materials and activities to design, organize, plan, manage, produce, install, launch, and dismantle the pyrotechnical display as described in the Annex "A", Statement of Work, as well as the clean-up of all aspects of the pyromusical fireworks display.

Activity	Total Prices (in accordance with Detailed Price Breakdown)
B.1.1 – Initial Creative Concept - Pyromusical Fireworks Display Firm all-inclusive price to design the the pyromusical fireworks display as described in the Annex "A", Statement of Work.* The B.1.1 firm all-inclusive price must not exceed 10% of the total all-inclusive price and must be in accordance with the Detailed Price Breakdown for B.1.1 *The all-inclusive price does not include the pricing for revisions to the creative concept and the soundtrack.	\$
B.1.2 Pyromusical Fireworks Display – General Costs Firm all-inclusive price* includes all travel, all insurance costs, licences, and permits required for the pyromusical fireworks display, all materials and activities to organize, plan, manage, produce, install, launch, and dismantle the pyromusical fireworks display as described in the Annex "A", Statement of Work, as well as the clean-up of all aspects of the pyromusical fireworks display. *The all-inclusive price does not include: - the pricing for the shells/products to be used in the pyrotechnical display - the pricing for the initial creative concept - the pricing for the soundtrack to be used in the pyromusical fireworks display.	\$

B.1.3 Final Soundtrack Firm all-inclusive price for the recording of the final soundtrack produced in a studio with professional sound quality as described in the Annex "A" Statement of Work, the recording of the time code, and all necessary rights and clearances.	\$
B.1.4 Pyrotechnical materials The firm all-inclusive price includes all shells/ explosives products of category 7.2.1, 7.2.2, 7.2.5 identified for use in the pyromusical fireworks display as described in the Annex "A", Statement of Work, duty and excise taxes included if applicable.	\$
B.1.5 – Revisions to creative concept (Maximum of three [3] complete revisions to the creative concept) IF required by the PCH Project Authority. The firm all-inclusive price includes all activities and materials to revise the complete creative concept (a maximum of three [3] complete revisions to pyromusical fireworks display concept and soundtrack arrangement if required) as described in the Annex "A", Statement of Work. In the event that the three (3) complete revisions are not required, the total all-inclusive price will be reduced by the price per revision indicated in the Detailed Price Breakdown for B.1.5	\$
B.1 TOTAL ALL-INCLUSIVE PRICE (Applicable Taxes extra)	

DETAILED PRICE BREAKDOWN of the B.1 TOTAL ALL-INCLUSIVE PRICE:
(Bidders may add lines if required)

Table 1: Detailed Price Breakdown of B.1.1 – Initial Creative Concept - Pyromusical Fireworks Display

The Bidder must provide a detailed price breakdown indicating hourly rates, and all other costs as per the table below. The Bidder must also provide the level of effort/quantity corresponding to each activity.

Activity	Hourly rate	Level of Effort	Total Cost
B.1.1 Initial creative concept/design of the pyromusical fireworks display.			
B.1.1Total:			

Table 2: Detailed Price Breakdown of B.1.2 – Pyromusical Fireworks Display – General Costs:

The Bidder must provide a detailed price breakdown of the firm all-inclusive price indicating hourly rates, unit prices, and all other costs* as per the table below.

The Bidder must also provide the level of effort/quantity corresponding to each activity and task.

*The breakdown of the all-inclusive price does not include:

- the pricing for the shells/products to be used in the pyrotechnical display
- the pricing for the initial creative concept
- the pricing for the soundtrack to be used in the pyromusical fireworks display.

Activity/Task/Item	Resource / Details / Other Costs	Hourly rate	Time required to complete task (hours)	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
B.1.2 Total:				\$

Solicitation No. - N° de l'invitation
C1111-150773/A
Client Ref. No. - N° de réf. du client
C1111-150773/A

Amd. No. - N° de la modif.
File No. - N° du dossier
cx024.C1111-150773/A

Buyer ID - Id de l'acheteur
cx024
CCC No./N° CCC - FMS No./N° VME

Table 3: Detailed Breakdown of B.1.3 – Final Soundtrack, time code, all rights and clearances (all-inclusive price for all components specified in the Annex A Statement of Work):

Activity/Task/Item	Details	Total Cost
		\$
		\$
		\$
		\$
B.1.3 Total		\$

Table 4: Detailed Breakdown of B.1.4 – Pyrotechnical materials:

The Bidder must provide a detailed price breakdown as per the table below.

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid for the pyrotechnical materials in accordance with the following scale based on B.1.4 *Pyrotechnical Materials* of the Annex "B" Basis of Payment. The Display Performance is calculated as the percentage of successfully fired shells/products based on the total number of shells/products expected to be fired as stipulated in the final approved creative approach.

- Minimum overall Display Performance of 95% or above: The Contractor will be paid 100% of the B.1.4 Pyrotechnical materials total value.
- Overall Display Performance of a minimum of 90% but less than 95%: The Contractor will be paid 90% of the B.1.4 Pyrotechnical materials total value.
- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.1.4 Pyrotechnical materials total value.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.1.4 Pyrotechnical materials total value.
- Overall display performance of less than 75% (more than 25% for unspent, misfired, or dud shells/products): The Contractor will not be paid for B.1.4 Pyrotechnical materials.

Quantity of Shells/products (such as shells, roman candle, cakes, etc..)	Calibre of shells/products	Category	Name of Shells/products	Description of shells/products	Country of origin & manufacturer	Price per shell	Price (for total Quantity)
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
B.1.4 Total:							\$

Solicitation No. - N° de l'invitation
C1111-150773/A
Client Ref. No. - N° de réf. du client
C1111-150773/A

Amd. No. - N° de la modif.
File No. - N° du dossier
cx024.C1111-150773/A

Buyer ID - Id de l'acheteur
cx024
CCC No./N° CCC - FMS No./N° VME

Table 5: Detailed Breakdown of B.1.5 – Complete revisions to creative concept – If required by the Project Authority

The Bidder must provide a detailed price breakdown indicating hourly rates, and all other costs as per the table below. The Bidder must also provide the level of effort/quantity corresponding to each activity.

Activity	Hourly rate	Level of Effort	Total Cost
Revision 1: Revision of creative design (including soundtrack if required) of the pyromusical fireworks display if required by the PCH Project Authority			\$
Revision 2: Revision of creative design (including soundtrack if required) of the pyromusical fireworks display if required by the PCH Project Authority			\$
Revision 3: Revision of creative design (including soundtrack if required) of the pyromusical fireworks display if required by the PCH Project Authority			\$
B.1.5 Total:			\$

ANNEX "C"

INSURANCE REQUIREMENTS

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 \$10,000,000 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. The National Gallery of Canada, as represented by the department of Canadian Heritage, must be included as Additional Insured.
 - c. The City of Ottawa must be included as Additional Insured.
 - d. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - j. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - k. 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.
 - l. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - m. 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.

- n. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- o. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- p. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- q. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- r. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- s. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- t. 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.