



**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

Title - Sujet December 31 Fireworks Display	
Solicitation No. - N° de l'invitation C1111-160253/A	Date 2016-08-02
Client Reference No. - N° de référence du client C1111-16-0253	
GETS Reference No. - N° de référence de SEAG PW-\$\$CX-024-71350	
File No. - N° de dossier cx024.C1111-160253	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-23	
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(cx024), 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

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

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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

Canadian Heritage (PCH) is seeking one Contractor to design, organise and produce one pyromusical Fireworks Display for the launch of the Government of Canada 150th Anniversary Celebration Kickoff ceremony at 20h17 as well as one fireworks display at midnight, both on December 31, 2016.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

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 may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) 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 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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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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 (5 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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 and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 budget of \$ 70 000 or greater.</p> <p>Each of the five (5) pyromusical fireworks displays must have taken place on or after August 1, 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; the management of the project and security and safety.</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 short narrative description of the pyromusical fireworks display 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>		

	<p>must demonstrate the client's recommendation or satisfaction with the contractor's performance for the given project.</p>		
M2	<p>The Bidder must identify the proposed Project Leader for the fireworks displays.</p> <p>The proposed Project Leader must possess:</p> <ol style="list-style-type: none"> 1. A valid Fireworks Operator Certificate with an approved upgrade to Display Supervisor with endorsement for Rooftop, Bridge and Flatbed Firing Sites issued by the Explosives Regulatory Division (ERD) of the Natural Resources Canada. 2. Experience in fulfilling the role of Project Leader and designer for at least three (3) pyromusical fireworks displays on or after August 1, 2010. <p>The Bidder must provide a copy of the proposed project leader's valid Display supervisor certificate issued by ERD for Fireworks Supervisor that included the endorsement for Rooftop, Bridge and Flatbed Firing Sites and the certificate expiry date (month and year).</p> <p>The Bidder must demonstrate the experience of the Project Leader by providing examples of three (3) pyromusical fireworks displays. Each of the three (3) pyromusical fireworks displays must have taken place on or after August 1, 2010. Each of the three (3) pyromusical fireworks displays must have had a budget of \$60,000.00 or greater. For each of the three (3) pyromusical fireworks displays, the proposed Project Leader must have acted as a Project Leader and designer.</p> <p>To demonstrate this experience, the Bidder must provide for each of the three (3) pyromusical fireworks displays:</p> <ol style="list-style-type: none"> 1. The client contact information 2. A description of the responsibilities of the Project Leader that must include: <ul style="list-style-type: none"> • Attending meetings with the principal stakeholders; • Coordinating the entire installation, the launch, the dismantling and the clean-up of all aspects of the pyromusical fireworks display; • Obtaining the necessary permits; • Ensuring effective liaison with representatives the client and other designated entities. 3. The date of the pyromusical fireworks display (month and year); 4. The budget of the pyromusical fireworks display. 		
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. A <u>valid</u> Fireworks Operator Certificate (minimum level required, shall not be expired) issued by ERD for Fireworks Operator Certificate with rooftop-bridge-flatbed endorsement.and, 2. Experience in fulfilling the role of Operator for at least three (3) pyromusical fireworks displays. 		

	<p>The Bidder must provide a copy 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 demonstrate the experience of the Operator by providing examples of three (3) pyromusical fireworks displays. Each of the three (3) pyromusical fireworks displays must have taken place on or after August 1, 2010. For each of the three (3) pyromusical fireworks displays, the proposed Operator must have acted as an Operator.</p> <p>To demonstrate this experience, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. The client contact information 2. A description of the responsibilities of the Operator. For each example, the responsibilities must include: <ul style="list-style-type: none"> • Being responsible for the technical aspects of the fireworks displays; • Overseeing the entire installation, execution, dismantling and cleaning; • Attending site security/safety meetings; • Performing a site inspections. 3. The date of the pyromusical fireworks display (month and year); 4. The budget of the pyromusical fireworks display. 		
<p>M4</p>	<p>Financial Proposal</p> <p>The Bidder must submit two separate detailed financial proposals. One for the pyromusical fireworks display and one for the midnight 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 a combined total of \$190, 000.00 for both displays (All applicable Taxes extra, as appropriate).</p> <p>The proposed budget breakdown for each display is \$150,000.00 for the pyromusical fireworks display and \$40,000.00 for the midnight display. The Bidder must submit a cost breakdown for each show not exceeding a 5% variance from the proposed budget breakdown.</p> <p>Products from category 7.2.1 must represent less than 1 % of the proposed total shell quantity in each of the display.</p> <p>The midnight fireworks display must include a minimum 20 shells of 300 mm (12 inch), 10 shells of 250 mm (10 inch) and 10 shells of 200 mm (8 inch) and a variety of other sizes.</p>		

4.1.1.2 Point Rated Technical Criteria

POINT RATED TECHNICAL CRITERIA			
		Maximum Points	Minimum Points Required
R1.	<p>The Bidder should provide a summary concept of the synchronized pyromusical fireworks display to launch the celebrations during the 150th Celebration kickoff event.</p> <p>The Bidder's summary concept should:</p> <ul style="list-style-type: none"> a) Describe how the bidder proposes to implement the pyromusical theme of Canada 150; b) Include security, safety and associated limitations; c) Include a variety of shells, colours and effects by describing the proposed quantity of shells, the proposed product categories; d) Include how music will be integrated into the show. 	70	49
R2.	<p>The Bidder should provide a summary concept of the fireworks display at midnight during the 150th Celebration kickoff event.</p> <p>The Bidder's summary concept should:</p> <ul style="list-style-type: none"> a) Describe how the bidder proposes to implement the theme of "Celebrate Canada"; b) Address security, safety and associated limitations;; c) Include a variety of shells, colours and effects. 	30	21
		100	70

Scoring Methodology:

Proposals will be evaluated and scored in accordance the evaluation criteria guideline as detailed in this section. To be considered compliant, bidders must obtain the required minimum of 70 percent of the points for each rated criterion and an overall passing mark of at least 70 points. The rating is performed on a scale of 100 points. **Proposals scoring less than 70 percent in any one (1) of these criteria will not be given further consideration.**

NOTE: Percentage factors will be the basis used to allocate points for all rated requirements. The number of points will be calculated depending on the total value given for each criterion. For example, if evaluators give 0.7 as a score for R.1 (70 points X 0.7 = 49 points), this is equal to 70% of the total value given for that criterion. Evaluators cannot deviate from the established scoring grid. For example, evaluators cannot give a score of 0.75 (75%). Evaluators would have to choose between a 0.7 or a 0.8 (70% or 80%).

Evaluation Criteria Guideline:

Lacks Understanding or Insufficient Information (0)

Overall, the Bidder has not provided a response or has demonstrated an insufficient understanding of the requirement(s), with at least two or more major omissions or problems in any or all of the following areas: how the requirements were addressed (organized, clear, appropriate), the level of detail provided in its response, or how the Bidder tailored its response to the requirements.

Not Adequate or Poor (0.5)

Overall, the Bidder has demonstrated a poor understanding of the requirement(s), with at least one major omission or problem in any or all of the following areas: how the requirements were addressed (organized, clear, appropriate), the level of detail provided in its response, or how the Bidder tailored its response to the requirements.

Adequate (0.7)

Overall, the Bidder has demonstrated an adequate understanding of the requirement(s), with some omissions or problems in any or all of the following areas: how the requirements were addressed (organized, clear, appropriate), the level of detail provided in its response, or how the Bidder tailored its response to the requirement(s).

Good (0.8)

Overall, the Bidder has demonstrated a good understanding of the requirement(s), with only minor omissions or problems in any or all of the following areas: how the requirements were addressed (organized, clear, appropriate), the level of detail provided in its response, or how the Bidder tailored its response to the requirements.

Excellent (1)

Overall, the Bidder has demonstrated an excellent understanding of the requirement. The Bidder has addressed all the requirements extremely well, has consistently provided comprehensive, organised, clear and appropriate response and has tailored its response to requirements very well. The evaluator (s) has/have a high degree of confidence that the proposal is achievable and will fully meet the objectives of the requirement.

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. Where two (2) or more proposals achieve the identical highest number of points, the proposal with the lowest total price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [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 with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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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cx024.C1111-160253

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

5.2.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

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

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Following award of a contract, the following conditions must be met:
 - (a) the Contractor's proposed individuals requiring access to sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Contractor must provide the name of all individuals who will require access to sensitive work sites.
 - (c) the Contractor must submit to PCH, the forms provided by PCH for the security clearance. All forms for those individuals that require security clearances are to be submitted to PCH security 60 days after contract award.

6.2 Financial Capability

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

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

1. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS CLEARANCE**, granted or approved by PCH.
2. Subcontracted personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS CLEARANCE**, granted or approved by PCH.
3. Until the security screening of the personnel required by this Contract has been completed satisfactorily by PCH, the personnel **MAY NOT ENTER sensitive work** sites, without an escort.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to **January 6, 2017 inclusive**.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Emily Gordon
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Communications Procurement Directorate
360 Albert Street
Ottawa, ON K1A 0S5

Telephone: 613-990-3140
Facsimile: 613-991-5870
E-mail address: Emily.gordon@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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cx024.C1111-160253

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cx024
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work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

7.6 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.

7.7 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 for a cost of \$ _____ (to be inserted upon contract award). 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.

7.7.1 Method of Payment - 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.

7.7.1.1 For B1.1 Initial Creative Concept and B1.2 Revisions to Creative Concept, Canada will pay the Contractor upon approval by Canada of the final creative approach.

7.7.1.2 For 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.

7.7.2 SACC Manual Clauses

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

7.8 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.
 - c. One (1) copy must be forwarded to pch.dgr-semc-rmd-smec.pch@canada.ca

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification
SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

7.10 Applicable Laws

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

7.11 Music Rights and Clearances

The following information will be required:

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

Music Title
Composer
Publisher
Recording number
Duration used
Rights obtained

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

Music Title
Composer
Duration
Rights obtained

7.12 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.

- a. the Articles of Agreement;
- b. the general conditions 2035 (2016-04-04) Higher Complexity – Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. Annex D, Site Plans;
- g. the Contractor's bid dated _____.

7.13 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.

7.14 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 \$10,000,000.00. 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.

7.15 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.

7.16 Cancellation of Display

7.16.1 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.

7.16.1.1 Should the midnight 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.

7.16.2 Cancellation of Portion of the Display

7.16.2.1 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.

7.16.2.2 Should a portion of the midnight 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

1.1 Title

Design, organize and produce one (1) pyromusical fireworks Display and one (1) fireworks display at midnight for the Kickoff event of the 150th anniversary Celebrations on December 31st. The theme of the pyromusical fireworks display is "Let's Celebrate Canada."

1.2 Introduction

Canadian Heritage (PCH) has the mandate to organise and promote public activities and events that promote national pride and unity and the 150th Anniversary of Confederation in the National Capital region.

PCH is seeking one (1) Contractor to design, organise and produce one (1) pyromusical Fireworks Display for the launch of the 150th Anniversary Celebration Kickoff ceremony as well as one (1) fireworks display at midnight both on December 31, 2016.

During the evening of December 31, the celebrations will take place on Parliament Hill and the Canadian History museum. In addition, spectators will also be viewing from Major's Hill Park the pyromusical display and 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 / Fireworks display / Display / Show

- Is defined as the December 31st synchronized pyromusical fireworks display (exact time TBC) and or the midnight fireworks display

1.4 Objectives of the Requirement

150th Anniversary kickoff ceremony Pyromusical Fireworks display:

The December 31st, 2016 pyromusical fireworks display must have a duration of a minimum of 20 minutes. The pyromusical fireworks display will be synchronised to a soundtrack on time code. It will take place on December 31st, 2016 at approximately 20:17 p.m. (exact time to be confirmed, delays can be expected).

The pyromusical fireworks display must be launched from Nepean Point, located on the property behind the National Art Gallery of Canada in Ottawa, the Alexandra Bridge pedestrian boardwalk, and the recreational path along the Ottawa River behind Parliament Hill and on the roof of Centre block. It will be comprised of shells and products from categories 7.2.2 and 7.2.5 for all sites except for the roof of Centre block where only 7.2.5 products of the Display Fireworks Manual will be used.

150th Anniversary midnight fireworks display

It will have a duration of a minimum of 5 minutes. It will take place on December 31st, 2016 at midnight. The 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.

1.4.1 Themes

150th Anniversary kickoff ceremony Pyromusical Fireworks display theme:

The theme of the pyromusical fireworks display is "Let's Celebrate Canada" as part of the Canada 150 Kick-Off event. This event aims to strengthen Canadian's sense of pride and inclusive Canadian identity, inspire public participation, create a sense of connectedness and build the momentum towards the year-long celebration around Canada's 150th anniversary of Confederation in 2017.

The pyromusical fireworks display must showcase Canada's history. The experience for the viewers is to create a lasting memory of a once-in-a-generation opportunity where they "travel" through Canada's history over the last 150 years. Using the sky and infrastructures as a canvas with a soundtrack to accompany the display, the proposal must demonstrate a visual and aural story, and must flow with synergy of the elements. It must achieve the public living and experiencing different emotions throughout the display. This also includes the designer planning for a time to recuperate between the tableaux to appreciate the different emotive moments.

The pyromusical must make the viewer experience a range of emotions with the use of accompanying music, different effects, colors and shapes. The coherence of the show must include an appropriate choice of size and colors of effects, forms, elements, height, balance, etc.

150th Anniversary midnight fireworks display theme:

The theme of the midnight fireworks display is Celebrate Canada.

1.5 Requirements

The Contractor must provide for each of the displays:

1.5.1 The synchronised pyromusical fireworks display must 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" at approx. 4 minutes from the end and followed by a grand finale of minimum 1 minute. The pyromusical fireworks display must be spectacular, colourful and appealing to the spectators. All sites must be used based on their physical limits to fire pyrotechnical materials.
- b) The pyromusical fireworks display must last a minimum of 20 minutes and be comprised of display shells and pyrotechnical effects to be launched from Nepean point, the Alexandra Bridge pedestrian boardwalk, the recreational pathway along the Ottawa River, from the roof of the Centre block. Products to be used must be from categories 7.2.2 and 7.2.5 of the Display Fireworks Manual.
- c) The show must be launched from Nepean Point (Astrolabe) in Ottawa adjacent to the National Gallery of Canada. The available space on the launch site is approximately 750 m². The Alexandra Bridge pedestrian boardwalk has an approximate total surface of 2 160 m² (6m x 360m) the recreational path can provide a working surface of 268 m² (2.5m x 107 m) and the roof of Centre block as a working surfaces of 2 x 4M by 18 m and 1 x 2 M by 108 M. An aerial photo of the site showing the area available is found in Appendix "XYZ"
- d) Where possible, products should range from 102 mm (4") to 305 mm (12"),
- e) 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. It should be noted and considered in the design that any pyrotechnical products producing its effect lower than 125 m (approximately 400 feet) from the ground at Nepean Point or the recreational path should be launched with shells of 155 mm (6") or 205 mm (8") or 255 mm (10") or 305 mm (12") except during the waterfall effect from Alexandra bridge where effects are going to be from the roof of Centre Block for those on Parliament Hill..
- f) It should be noted that the Contractor can use products from calibre ranging between 50 mm to 125 mm, roman candles, cakes, etc. ranging between Calibre 20 mm to 60 mm from the recreational pathway or the Alexandra Bridge pedestrian boardwalk.
- g) Any products used on the roof of the Centre block shall be category 7.2.5 and be used to complement for viewers on Parliament Hill when using low altitude fireworks during the show (i.e. during the downfall for the Bridge, etc.)
- h) A white waterfall effect must be fired from the Alexandra Bridge. The waterfall effect must be 1 000 feet long. The effect is to be attached to the posts of the boardwalk, using strings or other material that will not create any damage to the structure or paint.

1.5.2 The fireworks display (midnight) must include the following elements:

- a) Display must sustain the enthusiasm of the spectators. It must have an impressive beginning (minimum of 1 minute), a moderately paced middle portion and followed by a grand finale of 1 minute. The fireworks display must be spectacular, colourful and appealing to the spectators
- b) The fireworks display must last a minimum of 5 minutes and be comprised of display shells from category 7.2.2, to be launched from Nepean's point.
- 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 must include at least one 127 mm (5") shell or bigger
- e) The fireworks display must include a minimum 20 shells of 300 mm (12 inch), 10 shells of 250 mm (10 inch) and 10 shells of 200 mm (8 inch) and a variety of other sizes.

1.5.3 Requirements for both shows:

- a) The pyromusical display must be launched from:
 - Nepean Point (Astrolabe) in Ottawa, adjacent to the National Gallery of Canada;
 - The Alexandra Bridge pedestrian boardwalk;
 - Trans-Canada recreational path along the Ottawa River behind Parliament Hill; and
 - Roof of Centre Block on Parliament Hill
- b) The fireworks display will be launched from:
 - Nepean Point (Astrolabe) in Ottawa, adjacent to the National Gallery of Canada.
- c) 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, for the pyromusical fireworks display only. 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 "XYZ" Basis of Payment. It is important to note however that, PCH will not reduce the overall quantity of shells/products listed in the Annex "XYZ" Basis of Payment as a result of a revision of the creative concept.

1.6 Tasks

The Contractor must:

1.6.1 DESIGN:

- a) Design, organize and produce the synchronized pyromusical fireworks display to time code
- b) Design, organize and produce one fireworks display
- c) Provide to PCH the final sound track, using only Canadian content music by multiple Canadian artists from various music styles, from classics to contemporary music, using an equal portion of French and English, and offer varying rhythm and influences. The design of the sound track should also be flexible enough to preserve an opportunity to integrate supplementary Government of Canada content. As a result the soundtrack shall take into account recommendations of artists, tracks, theme, and direction from PCH and must be approved by PCH. The soundtrack must be produced in a studio and with 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 XYZ
- d) Supply time code distribution system to each site for the launch of the pyromusical display;
- e) Supply the sound track signal for distribution by PCH from Nepean Point;

1.6.2 MATERIAL, TRANSPORTATION:

- a) Supply all of the fireworks materials, equipment and related products
- b) Provide secure and safe transportation and storage of hazardous material before, during and after the displays
- c) Provide all the necessary equipment required for the setup, cleanup of the displays on the launch sites and the full fall out zones, as well as the search and removal of un-exploded fireworks, etc. Following the 20:17 display the initial clean-up of the Alexandra Bridge boardwalk and the roof of Centre block will be done before the midnight fireworks display. Following the midnight display, the Alexandra Bridge and the roof of the National Art Gallery clean up will be done 30 minutes following the display. The final clean up of all sites will be done January 1st or 2nd based on building access.
- d) 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:

- The launching system used shall be a reliable computerized system, capable of launching synchronized simultaneous shows from various sites at once.
- The launching system **shall** work with " Time Code". Ex: SMPTE and be synchronized with the sound track. Other system using SMPTE could be synchronized to provide additional effects such as lighting
 - The capacity to cancel certain shells and/or size of shells at a moment's notice during the show and in any way disrupt the show
 - The capacity to stop and start the show in the event of a security or safety issue, etc.
- e) Supply all the necessary material, launching apparatus and all necessary protective equipment;
- f) Supply all necessary tools and equipment to install, operate and dismantle the fireworks displays such as not limited to Backhoe, Kubota type of machinery, material handling lift, required, etc.;
- g) 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;
- h) Supply all necessary support systems and equipment (i.e.: boxes, mortars, etc.);
- i) Supply all additional sandbags required above the 200 supplied by PCH;
- j) Supply all necessary protective tarps (plastic, canvas or aluminum) to shelter mortars, shells and wiring in case rain;
- k) Supply all transportation for Contractor's staff, pyrotechnic material and other equipment;
- l) Supply all manpower, for each site, 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 sites ;
- m) 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).
- n) Supply sand required to be used in the barrels.

1.6.3 MEETINGS:

- a) Plan for two (2) meetings with PCH as well as one meeting with the principle stakeholders as identified SoW approximately 30 to 45 days prior to the event to review site plan, security plan, set up schedule, etc. These meetings are not for the review of the soundtrack

1.6.4 INSURANCE, LICENCES:

- a) Obtain all necessary insurance, licences, permits and authorisations, air traffic NOTAM (NAVCAN), required clearances to produce the displays.
- b) Advise the launching of the pyromusical fireworks display to the air traffic control such as the Rockcliffe, Gatineau, Carp and Ottawa airports;
- c) The Contractor must properly and adequately pick up and dispose of all pyrotechnical garbage from the sites and areas as well as sand from the ground. Rakes may be used as required

1.6.5 PROJECT LEADER AND OPERATOR:

- a) 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).
- b) Assign an Operator who will:
- Be responsible for the technical aspects of the fireworks displays;
 - 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 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 fireworks displays, perform, in conjunction with PCH site coordinator, a site inspection. Following the fireworks displays, perform an inspection and clean-up for any unexploded fireworks, duds or still ignited pieces and debris. A final inspection is to be performed immediately after the fireworks displays and again at daylight as agreed with the stakeholders.

1.6.6 HEALTH AND SAFETY:

- a) 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.

1.7 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. Providing sand and filling 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 before the pyromusical fireworks display. These must be launched by the Contractor at different times approximately 60 minutes preceding the fireworks displays, 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 fireworks displays 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. In addition a work plan and safety plan to be prepared and provided to PCH for work on the Alexandra Bridge and the roof of the Centre block. This plan is to be provided to PSPC for approval 45 working days before the event.

2. PCH's Obligations

PCH will be responsible for:

- a) Collaborating with the Contractor in preparation of the soundtrack as detailed in section XYZ and for approval of the final soundtrack
- b) Coordinating with the National Gallery of Canada the preparation of an agreement of understanding between the organization to mitigate the risk from the fireworks displays, 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) Entering into an agreement with Public Works and Government Services Canada for the closure and permission to fire from the Alexandra Bridge and the roof of the Centre block.
- d) Delivering and returning the equipment below to Nepean 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 ground 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 ten (10) two-way radio for use by the Contractor to communicate with PCH and validate the perimeter;
 - The supply of 140 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
 - The provision of one (1) 20 x 20 tent and one portable oil, pushed air heating system
- e) Providing the Contractor with all necessary parking and access passes to restricted areas;
- f) Supplying two (2) electrical outlets of 15 amps at 110 volts at Nepean Point;
- g) Advising, through the use of the Traffic and Transit Committee, the launch of the fireworks displays 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 fireworks displays. 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) Providing the sound system to broadcast the sound track on the following sites: Parliament Hill, Major's Hill Park and Canadian History museum. Arrange the transmission of time code 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), entering 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) Entering an agreement with Public Works and Government Services Canada for the closure and use of the Alexandra Bridge, and the Centre block roof. The Contractor must comply with all applicable regulations and laws. The Contractor must also pick up any debris on the bridge and roof.
- m) The removal or compacting of snow on the launch sites.

3. Work schedule, Deliverables and Milestones

Schedules

Nepean Point

For operational reasons, considering inclement weather, the Contractor must plan for two (2) to three (3) days of site preparation and installation, for two (2) days of loading shells if permitted by the AHJ – OFD synopsis as well as 2 to 3 days of dismantling.

Alexandra Bridge

Installation on the Bridge will only take place on December 31st after 9h30 am. All equipment must be removed immediately after the completion of the display to allow for the Bridge to reopen when it's safe to do so.

Trans-Canada recreational path

Installation on the path can take place on December 30 and December 31. A schedule must be provided in advance to allow PCH to plan for security. The installation date and time is subject to approval by the AHJ.

Centre Block roof

Installation of the roof of Centre Block will only take place on December 31. A schedule must be provide in advance and is subject to approval by PSPC and the AHJ.

ACTION	DATE
Provide initial creative concept	20 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

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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)	September 30
Inspection of mortar installation	Ongoing
Arrival of pyrotechnic material on site	as per synopsis from OFD-AHJ permit request
Final inspection of launching area	December 31
Time at which the company shall be ready to launch the pyromusical fireworks display	4 pm - Exact time to be confirmed prior to the display
Closing of the Alexandra Bridge to pedestrians	9:30 am December 31. Reopen to pedestrian overnight after the midnight display
Tests and wind direction	4:30 pm to 6 pm ongoing load test 7 pm to 8:30 pm wind test
Display launching	20:17 pm (approx.) for the pyromusical 24:00 Midnight
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	December 31, January 1 st and 2 nd
Final site inspection	Nepean Point: January 3 rd Alexandra Bridge: January 1 st River path: January 1 st Roof of Centre block: January 1 st *subject to change

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 20:17 pyromusical fireworks display and the midnight 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, permits, 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)	
	The Synchronised Pyromusical Fireworks Display	The Fireworks Display (midnight)
<p>B.1.1 – Initial Creative Concept</p> <p>Firm all-inclusive price to design the concepts for the pyromusical fireworks display and the fireworks display (midnight show) 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</p> <p>*The all-inclusive price does not include the pricing for revisions to the creative concept and the soundtrack.</p>	\$	\$

<p>B.1.2 – Revisions to creative concept (Maximum of three [3] complete revisions to the creative concept) IF required by the PCH Project Authority.</p> <p>The firm all-inclusive price per revision 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.</p> <p>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</p>	<p>\$ (price per revision) X 3 revisions = total price</p>	
<p>B.1.4 Final Soundtrack</p> <p>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.</p>	<p>\$</p>	
<p>B.1.5 Materials</p> <p>The firm all-inclusive price includes all shells/ explosives identified for use in the pyromusical fireworks display and the fireworks display (midnight show) as described in the Annex “A”, Statement of Work, duty and excise taxes included if applicable.</p>	<p>\$</p>	<p>\$</p>
<p>TOTAL – EACH SHOW</p>	<p>\$</p>	<p>\$</p>
<p>B.1.3 General Costs – Both Shows</p> <p>Firm all-inclusive price* includes all travel, insurance costs, licences, permits, materials and activities to organize, plan, manage, produce, install, launch, dismantle and clean-up the pyromusical fireworks display and the fireworks display (midnight show) as described in the Annex “A”, Statement of Work.</p>	<p>\$</p>	
<p>B.1 TOTAL ESTIMATED COST (Applicable Taxes extra)</p>	<p>\$</p>	

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

Table 1a: Detailed Price Breakdown of B.1.1 – Initial Creative Concept - The synchronised 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 synchronised pyromusical fireworks display.			
B.1.1Total:			

Table 1b: Detailed Price Breakdown of B.1.1 – Initial Creative Concept - The midnight 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 midnight fireworks display.			
B.1.1Total:			

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Table 2a: Detailed Breakdown of B.1.2 – Complete revisions to creative concept – If required by the Project Authority – Synchronized 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
Revision 1: Revision of creative design (including soundtrack if required) of the synchronized pyromusical fireworks display if required by the PCH Project Authority			\$
Revision 2: Revision of creative design (including soundtrack if required) of the synchronized pyromusical fireworks display if required by the PCH Project Authority			\$
Revision 3: Revision of creative design (including soundtrack if required) of the synchronized pyromusical fireworks display if required by the PCH Project Authority			\$
B.1.5 Total:			\$

Table 3a: Detailed Price Breakdown of B.1.3 – Both Shows – 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.

Firm all-inclusive price* includes all travel, insurance costs, licences, permits, materials and activities to organize, plan, manage, produce, install, launch, dismantle and clean-up the pyromusical fireworks display and the fireworks display (midnight show) as described in the Annex "A", Statement of Work

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:				\$

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Table 4a: Detailed Breakdown of B.1.4 – Final Soundtrack for the Synchronized Pyromusical Fireworks Display, 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 5a: Detailed Breakdown of B.1.5 – Pyrotechnical materials – Synchronized Pyromusical Fireworks Display

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

Products from category 7.2.1 must represent less than 1 % of the proposed total shell quantity in each of the display.

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. The Contractor must provide a list of products that have not been fired, prior to invoicing PCH.

- 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:							\$

*Cakes are considered to be one (1) product.

Table 5b: Detailed Breakdown of B.1.5 – Pyrotechnical materials – Fireworks Display (midnight)

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

The midnight fireworks display must include a minimum 20 shells of 300 mm (12 inch), 10 shells of 250 mm (10 inch) and 10 shells of 200 mm (8 inch) and a variety of other sizes.

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. The Contractor must provide a list of products that have not been fired, prior to invoicing PCH.

- 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:							\$

*Cakes are considered to be one (1) product.

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 and Canadian Heritage.
 - b. Additional Insured: The National Gallery of Canada,.
 - 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.

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- 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.

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ANNEX "D"

SITE PLANS

Please see attachment.