



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
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Place du Portage, Phase III  
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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**

<b>Title - Sujet</b> Pyrotechnic Displays	
<b>Solicitation No. - N° de l'invitation</b> C1111-170115/A	<b>Date</b> 2017-10-04
<b>Client Reference No. - N° de référence du client</b> C1111-17-0115	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CX-025-73524	
<b>File No. - N° de dossier</b> cx025.C1111-170115	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-10-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lamoureux, Jenny	<b>Buyer Id - Id de l'acheteur</b> cx025
<b>Telephone No. - N° de téléphone</b> (613) 993-4355 ( )	<b>FAX No. - N° de FAX</b> (613) 949-1281
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 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

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

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## **PART 1 - GENERAL INFORMATION**

### **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 Electronic Payment Instruments.

### **1.2 Summary**

The purpose of this Request for Proposal (RFP) is to seek proposals from bidders interested in designing, organizing and producing two (2) separate pyrotechnics display for two major events in December 2017: one display for the Christmas Light Across Canada illumination ceremony (CLAC) on December 7<sup>th</sup>; and another one for the closing of the 150th Anniversary Celebration December 31<sup>st</sup>, for the Department of Canadian Heritage (PCH).

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 Canadian Free Trade Agreement (CFTA).

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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2017-04-27) 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*

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[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.

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## **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 (4 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.

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### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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

### **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.

<b>MANDATORY REQUIREMENTS</b>		<b>Met</b>	<b>Not Met</b>
<b>M1</b>	<p>The Bidder must demonstrate that it was contractually bound to an external client or to external clients for the provision of two pyrotechnic displays that were planned, prepared and fired by the Bidder's firm.</p> <p>Each of the two (2) pyrotechnics displays, must have been of a budget of \$ 15 000 or greater.</p> <p>Each of the two (2) separate pyrotechnics displays must have taken place on or after October 1, 2010.</p> <p>For each of the two (2) separate pyrotechnics 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 two (2) projects:</p> <ol style="list-style-type: none"> <li>1. The client contact information;</li> <li>2. A description of the security and safety measures put in place by the Bidder for the pyrotechnics display;</li> <li>3. A description of the planning, implementation, display/show and management services provided by the Bidder for the project;</li> <li>4. A short narrative description of the pyrotechnics display;</li> <li>5. The date of the pyrotechnics display (month and year);</li> <li>6. The budget of the pyrotechnics display.</li> </ol> <p>The Bidder must provide a letter of reference for each pyrotechnics display project submitted. Each letter of reference must be from the Client for the pyrotechnics display project submitted and must be addressed to the Bidder. The letters must demonstrate the client's recommendation or satisfaction with the contractor's performance for the given project.</p>		

<p><b>M2</b></p>	<p><b>The Bidder must identify the proposed Project Leader for the pyrotechnics displays.</b></p> <p><b>The proposed Project Leader must have:</b></p> <ol style="list-style-type: none"> <li>1. The Bidder must provide a copy of the proposed project leader's valid certificate issued by ERD for the use of pyrotechnics and the certificate expiry date (month and year).</li> <li>2. Experience in fulfilling the role of Project Leader for at least three (3) pyrotechnics displays on or after October 1, 2010. Each of the pyrotechnics displays must have had a budget of <b>\$15,000.00</b> or greater.</li> </ol> <p>The Bidder must provide a copy of the proposed project leader's valid certificate issued by ERD for Senior Pyrotechnics and the certificate expiry date (month and year).</p> <p>To demonstrate this experience, the Bidder must provide for each of the three (3) pyrotechnics displays:</p> <ol style="list-style-type: none"> <li>1. The client contact information</li> <li>2. A description of the responsibilities of the Project Leader that must include:           <ul style="list-style-type: none"> <li>• Attending meetings with the principal stakeholders;</li> <li>• Coordinating the entire installation, the launch, the dismantling and the clean-up of all aspects of the pyrotechnics display;</li> <li>• Obtaining the necessary permits;</li> <li>• Ensuring effective liaison with representatives the client and other designated entities.</li> </ul> </li> <li>3. A short narrative description of the pyrotechnics display;</li> <li>4. The date of the pyrotechnics display (month and year);</li> <li>5. The budget of the pyrotechnics display.</li> </ol>		
<p><b>M3</b></p>	<p><b>The Bidder must identify the proposed Operator for the pyrotechnics display.</b></p> <p><b>The proposed Operator must have:</b></p> <ol style="list-style-type: none"> <li>1. The Bidder must provide a copy of the proposed Pyrotechnics valid card issued by ERD for the use of Pyrotechnics and the expiry date (month and year).</li> <li>2. Experience in fulfilling the role of Operator for at least three (3) pyrotechnic displays on or after October 1, 2010.</li> </ol> <p>The Bidder must provide a copy of the proposed Operator's valid card issued by ERD for Pyrotechnics and the expiry date (month and year).</p>		

	<p>To demonstrate this experience, the Bidder must provide for each of the three (3) pyrotechnics displays:</p> <ol style="list-style-type: none"> <li>1. The client contact information</li> <li>2. A description of the responsibilities of the Operator that must include:           <ul style="list-style-type: none"> <li>• Being responsible for the technical aspects of the pyrotechnics displays;</li> <li>• Overseeing the entire installation, execution, dismantling and cleaning;</li> <li>• Attending site security/safety meetings;</li> <li>• Performing a site inspections.</li> </ul> </li> <li>3. A short narrative description of the pyrotechnics display;</li> <li>4. The date of the pyrotechnics display (month and year);</li> <li>5. The budget of the pyrotechnics display.</li> </ol>		
<p><b>M4</b></p>	<p><b>Financial Proposal</b></p> <p>The Bidder must submit a detailed financial proposal for the pyrotechnics display in accordance with the Annex B Basis of Payment, with a Total All-Inclusive Price per Pyrotechnics Display not exceeding:</p> <ul style="list-style-type: none"> <li>• \$7,000 (Applicable taxes extra) for the Christmas Lights Across Canada ceremony; and</li> <li>• \$80,000 (Applicable taxes extra) for the December 31<sup>st</sup> closing of the Canada 150<sup>th</sup></li> </ul>		
<p><b>M5</b></p>	<p><b>Breakdown</b></p> <p>The Bidder must provide the breakdown of the general costs and event materials by completing the following tables found in Annex B Basis of Payment:</p> <ul style="list-style-type: none"> <li>- Table 1: Detailed Price Breakdown of B.1.1 – CLAC General Costs;</li> <li>- Table 2: Detailed Breakdown of B.1.2 – CLAC Event Materials – Centre Block;</li> <li>- Table 3: Detailed Price Breakdown of B.2.1 – December 31<sup>st</sup> General Costs; and</li> <li>- Table 4: Detailed Breakdown of B.2.2 – December 31<sup>st</sup> Event Materials – Centre block, East block and West block</li> </ul>		
<p><b>M6</b></p>	<p><b>List of materials</b></p> <p>The Bidder must complete the tables found in Appendix A for each pyrotechnics display.</p>		

**4.1.1.2 Point Rated Technical Criteria**

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 points for each point rated criteria. **Proposals scoring less than the minimum required points will not be given further consideration.**

**R.1: Concept and Security**

R.1.1	Pyrotechnics display concept	Minimum Required Points	Maximum Points
	<p>The Bidder should provide a summary concept for each pyrotechnics displays (CLAC and December 31<sup>st</sup>).</p> <p>At a minimum, the Bidder's summary concept should describe how the Bidder proposes implement the pyrotechnics display in accordance with the requirements found in sections 4 and 5 of the Annex A – Statement of Work.</p>	50	100
<p>Comments:</p> <p style="text-align: right;"><b>Total: /100 points</b></p>			

**R.1.1 Evaluation Criteria Guideline:**

Lacks Understanding or Insufficient Information (0 points)

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 (25 points)

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 (50 points)

Overall, the Bidder has demonstrated an adequate understanding of the requirement(s), with some 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 requirement(s).

Good (75 points)

Overall, the Bidder has demonstrated a good understanding of the requirement(s), no 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 (100 points)**

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.

In addition to the Bidder describing how they propose to implement the pyrotechnics displays, the Bidder's summary concept also details the variety of products, colors, music as well as the "storyline" envisioned by the designer and the addition of a "surprise effect".

<b>R.1.2</b>	<b>Security and safety</b>	<b>Minimum Required Points</b>	<b>Maximum Points</b>
	<p>The Bidder should describe the risks and proposed mitigation strategies for the security, safety, as well as any associated limitations related to the pyrotechnics display for all locations identified.</p> <p>At a minimum, the following risks must be addressed: fire extinguishers, use of fire retardant material, and training for the use of safety equipment.</p>	15	30
<p>Comments:</p> <p style="text-align: right;"><b>Total: /30 points</b></p>			

**R.1.2 Evaluation Criteria Guideline:**

**Lacks Understanding or Insufficient Information (0 points)**

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 (7.5 points)**

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 (15 points)**

Overall, the Bidder has demonstrated an adequate understanding of the requirement(s), with some 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 requirement(s).

**Good (22.5 points)**

Overall, the Bidder has demonstrated a good understanding of the requirement(s), no 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.

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Excellent (30 points)

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 Bidder described more than the minimum in their summary concept. The Bidder addressed more than the minimum risks (fire extinguishers, use of fire retardant material, and training for the use of safety equipment).

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit 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; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. Obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 130 points.
2. Bids not meeting choose (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)					
		Bidder 1	Bidder 2	Bidder 3	
<b>Overall Technical Score</b>		115/135	89/135	92/135	
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
<b>Combined Rating</b>		83.84	75.56	80.89	
<b>Overall Rating</b>		1st	3rd	2nd	

## 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.

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## 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](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.

## 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.

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**SIGNATURE**

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**DATE**

## 5.2.4 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources.

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**SIGNATURE**

---

**DATE**

## **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 10 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 April 30<sup>th</sup>, 2018 inclusive.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jenny Lamoureux or delegate  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Communication Procurement  
Address: 360 Albert Street, Ottawa, Ontario K1R 7X7

Telephone: 613-993-4355  
Facsimile: 613-991-5870  
E-mail address: [TPSGC.padgamiace-appbmpace.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.padgamiace-appbmpace.PWGSC@tpsgc-pwgsc.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Contract is:

*The name and contact information is to be provided in the resulting contract.*

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:

*The name and contact information is to be provided in the resulting contract.*

## 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 – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (*amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.

### 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 B.2.3 Initial Creative Concept and B.2.4 Revisions to Creative Concept, Canada will pay the Contractor upon approval by Canada of the final creative approach.

**7.7.1.2** For B.1.1, B.1.2, B.2.1, and B.2.2, Canada will pay the Contractor upon the completion of all the requirements set out in Annex "A" Statement of Work, in accordance with the Basis of Payment in Annex "B".

## 7.7.2 SACC Manual Clauses

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

## 7.7.3 Electronic Payment of Invoices – Contract

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

*(the Electronic Payment Instruments will be inserted at contract award)*

## 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.
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](mailto: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 for the Christmas Lights across Canada display:

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. 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.

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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**

Should the pyrotechnics 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.1.2 and B.2.2 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.

#### **7.17 Cancellation of Portion of the Display**

Should a portion of the pyrotechnical 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 not be paid by Canada.

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Design, organize and produce two (2) distinct pyrotechnics displays.

#### 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 one (1) Contractor to design, organise and produce Pyrotechnics Display for two separate events. The first event on December 7, 2017 is Christmas Lights across Canada ceremony (CLAC) and the second event on December 31, 2017 for the closing of the 150<sup>th</sup> anniversary on Parliament Hill, Ottawa, Ontario.

#### 3. Definitions and References

"**CLAC**" denotes Christmas Lights across Canada illumination ceremony.

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

"**PPS**" Denote the Parliament Protective Service, they are responsible for physical security throughout the Parliamentary Precinct and the grounds of Parliament Hill

"**Special Effect Pyrotechnics Manual Edition 3 2014**" denotes the third edition published in 2014 by the Explosives Regulatory Division of the Natural Resources ministry.

- Authorized pyrotechnics or pyrotechnics (F.3)
- Pyrotechnic articles (e.g. and not limited to: electric matches, squibs, mines, gerbs and saxons), including two-component or pre-mixed powders (e.g. airburst, concussion or flash powder) that have been tested and authorized (approved) for sale and use in Canada

"**Principal Stakeholders**" include the Government of Canada, Municipalities and private sector.

"**Chief Inspector of Explosives (CIE)**" or "**Inspector**" means the Chief Inspector of Explosives, an inspector of explosives and a deputy inspector of explosives appointed under section 13, and any other person who is directed by the Minister to inspect an explosive, a restricted component, a vehicle, a licensed factory or a magazine, or to hold an inquiry in connection with any accident caused by an explosive (*inspector*).

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**“Authorized (explosives, fireworks)”**

Any explosive that is to be imported into or manufactured, transported, possessed or used in Canada must appear on the List of Authorized Explosives or be allowed by a permit, certificate or special authority issued by the Explosives Regulatory Division for special tests or product trials.

The explosives (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.

**“Pyrotechnician”**

The term “pyrotechnicians” includes special effect pyrotechnics technicians, lead pyrotechnicians, lead technicians, special effects coordinators (SEC), and similar terms. It is also used as a generic term to refer to all classes of pyrotechnicians as set out in the Regulations. Classes of pyrotechnicians: Where the manual refers to a class of pyrotechnicians, the actual class name is capitalized and in italics: Pyrotechnician, Senior Pyrotechnician, Special Effects Pyrotechnician and Visitor Pyrotechnician.

The training is provided by the Explosive Regulatory Division (ERD) of Natural Resources Canada (NRCan).

**“Authority Having Jurisdiction” (AHJ) denotes** the agency responsible in any area for granting approvals for pyrotechnics displays. The most common AHJ is the fire department, but other agencies in provinces, territories, cities or municipalities also serve as AHJs.

**“Synopsis” denotes the** detailed scenario and requirements provided by the AHJ from the City of Ottawa fire department (OFD) or the Public Services and Procurement Canada prevention officer

**4. Objectives of the Requirement**

**Christmas Lights across Canada illumination ceremony (CLAC)** will be held on December 7, 2017. During the ceremony, the Centre block façade will be illuminated as well as hundreds of Christmas lights across the National Capital region. To complement the CLAC, the Contractor must design, organise and produce a pyrotechnics display to be fired for approximately 90 seconds (minimum) only from the roof of Centre block. The exact timing for the effects to be fired will be confirmed at a later date. The Contractor must propose an instrumental soundtrack for PCH review. It must be Canadian content and free of rights.

**Canada 150 celebrations will come to an end on December 31.** The Contractor must design, organise and produce four separate pyrotechnical effects to form a display will be fired from the roof of the following buildings, simultaneously:

- Center block
- East Block
- West block

The approximate time and duration of the display are the following:

- 1x pyrotechnics show at 9 pm, duration 5 minutes;
- 1x pyrotechnics show at 10 pm, duration 5 minutes;
- 1x pyrotechnics show at 11 pm, duration 5 minutes; and
- 1x pyrotechnics show at midnight, duration 10 minutes.

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## 5. Event Requirements

### **5.1 CLAC Event pyrotechnics display must include the following elements:**

- a) The pyrotechnics display must sustain the enthusiasm of the spectators for the full duration of display. The display must be spectacular, colorful and appealing to the spectators. There must be a variety of products and effects
- b) The pyrotechnics display must be launch only from the Centre block roof. The rooftop of the Centre block must be used on their physical limits to fire pyrotechnical materials in accordance with the Special Effect Pyrotechnics Manual Edition 3, 2014.
- c) The pyrotechnics display must last ninety (90) second.
- d) Structures such as roulette must not be used for the pyrotechnics display.
- e) The majority of the effects must vary in heights mainly between 45 feet and 300 feet.
- f) It will be comprised of shells and products from categories 7.2.5/F3
- g) The amount of dead air time during the pyrotechnic display must not exceed three (3) seconds with no products exploding.
- h) The Contractor must provide the following plans for the installation on Centre block :
  1. Installation plan, layout and schedule
  2. Safety and emergency measures.

### **5.2 December 31<sup>st</sup> Event. pyrotechnics display must include the following elements:**

- a) The four (4) pyrotechnics display must sustain the enthusiasm of the spectators. It must have an impressive beginning, a moderately paced middle portion, a "false finale" and followed by a grand finale. The pyrotechnics display must be spectacular, colourful and appealing to the spectators. All rooftop of the Parliament buildings must be used based on their physical limits to fire pyrotechnical materials in accordance with the Special Effect Pyrotechnics Manual Edition 3, 2014.
  - Show 1 launch at 9 pm
  - Show 2 launch at 10 pm
  - Show 3 launch at 11 pm and
  - Show 4 launch at 00:00 am (midnight)
- b) The shows 1 to 3 must have a duration minimum of 5 minutes and be comprised of pyrotechnical effects:
- c) The fourth (4) show, must last a minimum of 10 minutes and be comprised of all the following pyrotechnics effects:
  - an impressive beginning (minimum one (minimum of one [1] minute);
  - a moderately paced middle portion;
  - a "false finale" at approximately. three (3) minutes from the end;
  - a grand finale (minimum of one [1] minute).
- d) The shows must be launched from the roof of Centre Block, East and West block, of Parliament Hill. The majority of the effects will vary in heights mainly between 45 feet and 300 feet.
- e) It will be comprised of products from categories 7.2.5/F3
- f) The Contractor must provide the following plans for the installation on the buildings:
  1. Installation plan, layout and schedule
  2. Safety and emergency measures.

## 6. Design Requirements

The Contractor must:

- a) Design, organize and produce the pyrotechnics display to time code.
- b) Supply time code distribution system to each site for the launch of the pyrotechnics display.
- c) Provide Canada with a detailed scenario for each show indicating colors and duration.

## 7. Material and Transportation

The Contractor must:

- a) Provide secure and safe transportation and storage of hazardous material before, during and after the displays.
- b) Provide all the necessary equipment required for the setup, cleanup of the displays on the launch sites and the safety zones, as well as the search and removal of un-exploded pyrotechnics, etc. Final cleanup of all the Centre, East and West block rooftop on the Parliament Hill buildings, other buildings and other areas must be completed by the Contractor by January 2<sup>nd</sup>. Should there be a need, PCH will inform the Contractor to return in the spring by Mid-April.
- c) 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 must be a reliable computerized system, capable of launching synchronized simultaneous shows from various sites at once.
  - The launching system must 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 effects at a moment's notice during the show that in no way disrupts the show.
  - The capacity to stop and start the show in the event of a security or safety issue, etc.
- d) Supply all the necessary material, launching apparatus and all necessary protective equipment for all size of shells.
- e) Where required, liquid flame retardant mixture could be sprayed around each of the installation as a preventive measure on all Parliament Hill rooftops.
- f) Supply all necessary tools and equipment to install, operate and dismantle the pyrotechnics displays such as not limited to, material handling lift, required, etc.
- g) Supply all necessary support systems and equipment
- h) Supply all necessary protective tarps (plastic, canvas or aluminum) to shelter installations, products and wiring in case rain or snow.
- i) Supply all transportation for Contractor's staff, pyrotechnic material and other equipment.
- j) Supply all pyrotechnicians, for each rooftop, with a valid certificate 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.
- k) Supply protective material required for all the firing zone.
- l) The Contractor must properly and adequately pick up and dispose of all pyrotechnical garbage from the rooftop and or around the Parliament Hill site area. Rakes may be used on the ground and rooftop as required.

## 8. Meetings

- a) The Contractor must plan for up to 4 times with PCH and the principal stakeholders to review site plan, security plan, set up schedule, etc. These meetings are not for the review of the soundtrack.

## 9. Insurance and Licences

- a) The Contractor must obtain all necessary insurance, licences, permits and authorisations, air traffic NOTAM (NAVCAN), required clearances to produce the displays, and provide copies to PCH before the start of the installation.
- b) The Contractor must inform the air traffic controls for the Rockcliffe, Gatineau, Carp and Ottawa airports of the launching of the display.

## 10. Project Leader and Operator

- a) The Contractor must assign a Project Leader who will:
- Attend meetings with the principal stakeholders such as and not limited to the representatives of Public Works and Government Services Canada, AHJ, and the PCH project team. Meetings will take place in Ottawa-Gatineau;
  - Be the primary contact person with PCH.
  - Coordinate the entire installation, the launch, the dismantling and the clean-up of all aspects of the pyrotechnics 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, Public Services and Procurement Canada (PSPC)
- b) The Contractor must assign an Operator who will:
- Be responsible for the technical aspects of the pyrotechnics displays;
  - Oversee the entire installation, execution, dismantling and cleaning and who must return the site to its original state;
  - Attend the site security/safety meeting on the day of the pyrotechnics 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 pyrotechnics displays, perform, in conjunction with the PCH and PSPC site coordinator, a site inspection. Following the pyrotechnics displays, perform an inspection and clean-up for any unexploded pyrotechnics, duds or still ignited pieces and debris. A final inspection is to be performed immediately after the pyrotechnics displays and again at daylight as agreed with the stakeholders.

## 11. Health and Safety

- a) The Contractor must comply with current and applicable health and safety regulations as well as the responsibilities to produce such each 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.

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## 12. Security and Safety

- a) All pyrotechnics products 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 pyrotechnics display.
- b) The Contractor must only use pyrotechnic materials which are authorised in Canada by ERD and those approved by the CIE.
- c) The Contractor must inform the 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.
- d) An inspection of all launching apparatus must 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.
- e) The Contractor must, following any inspection, be ready to rearrange the position of setup at the last moment, if required.
- f) As per section 406 (11) of the Explosives Regulations, a pyrotechnic event must be postponed or stopped if unfavourable weather conditions develop, a special effect pyrotechnics malfunctions or any other circumstance occurs that could increase the likelihood of harm to people or property. 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 by PCH and/or ERD and/or the Ottawa Fire Department, in conjunction with the Contractor, could determine if the pyrotechnics display are still within reasonable safety standards. The Contractor must therefore be able to isolate certain portions of the pyrotechnics display to prevent a launch should these portions exceed the permitted limits. At all times, it's the Contractors responsibility and must ensure that safety is a priority during the pyrotechnics display.
- g) Any derogation from the Canadian rules and regulations established by ERD must be negotiated and pre-approved by the ERD.
- h) The Contractor must provide, to PCH, a work plan and safety plan for the pyrotechnicians that will be on the flat surface of the Centre block, East and West block roofs during and following the pyrotechnics display. This plan will be shared with the Public service and procurement Canada. The Contractor must also participate in a meeting with the Public Services and Procurement Canada representatives to revise the plan before the pyrotechnics displays and sign the release. The Contractor must have minimum of two (2) technicians, certified with fall arrest equipment and certification if required on each rooftop of the different Parliament buildings at all times when present. The Contractor must respect all recommendations and requirements from ERD, PSPC fire prevention officer and OFD.

## 13. PCH's Obligations

PCH will be responsible for:

- a) Coordinate with the Use of the Hill and the fire prevention Marshall to access the roof of the building:
  - For CLAC event, to supply one (1) two-way radio for use by the Coordinator to communicate with PCH regarding all aspect before and or during the pyrotechnics show;
  - For the December 31<sup>st</sup>, 150<sup>th</sup> closing event, to supply of up to six (6) two-way radio for use by the Contractor to communicate with PCH regarding all aspect before and during the pyrotechnics show.
- b) Providing the Contractor with all necessary parking, only for the vehicles with the equipment and explosive and access passes to restricted areas at the Parliament Hill Vehicle Access (PPS);
- c) Supplying 1 electrical outlets of 15 amps at 110 volts;
- d) Advising, through the use of the Traffic and Transit Committee, the event to the Ottawa Police Service, the RCMP, Gatineau Police Services, Ottawa Paramedics and all other emergency services.
- e) Explore with the Ottawa Fire Department the need to have a fire truck on stand-by for any emergency prior to, during and after the pyrotechnics display at Parliament Hill. Exact position of the vehicle is to be confirmed to the Contractor by the PCH Project Authority.

- f) Coordinating 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 and the PPS service.

#### **14. Work schedule, Deliverables and Milestones**

##### Schedules

For CLAC operational reasons, considering inclement weather, cold, the Contractor must plan for:

- One (1) day of site preparation and installation, roof inspection, installation and last verification before the display,;
- Dismantling the night after the pyrotechnics display;
- An inspection of all roof and around (ground mainly) of Parliament Buildings will be done with Public Works Government and Services Canada, PCH and the contractor to insure that no damage have been done, and or to verify the cleanup have been done properly.

For December 31<sup>st</sup>, 150<sup>th</sup> anniversary closing celebration operational reasons, considering inclement weather, cold, the Contractor must plan for:

- Two (2) to three (3) days of site preparation and installation, roof inspection, setting up, installation and last verification before the display,
- Dismantling the night after the pyrotechnics display;
- One (1) day for dismantling and roof site cleanup;
- An inspection of all roof and around (ground mainly) of Parliament Buildings will be done with Public Works Government and Services Canada, PCH and the contractor to insure that no damage have been done, and or to verify the cleanup have been done properly.

Note: This schedule is subject to change and to be approved by PCH after the award of the contract. PCH reserves the right to revise the timeline as required and will communicate with the Contractor.

**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.

**B.1 TOTAL ALL INCLUSIVE PRICE FOR THE CLAC PYROTECHNICAL DISPLAY**

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 pyrotechnical display.

Activity	Total Prices (in accordance with Detailed Price Breakdown)
<b>B.1.1 – CLAC General Costs</b> 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 pyrotechnics display as described in the Annex "A", Statement of Work	\$
<b>B.1.2 CLAC Event Materials – Centre block</b> The firm all-inclusive price includes all pyrotechnical products identified for use in the display as described in the Annex "A", Statement of Work, duty and excise taxes included if applicable.	\$
<b>B.1 TOTAL ESTIMATED PRICE OF CLAC PYROTECHNICS DISPLAY (Applicable Taxes extra)</b>	\$

**Table 1: Detailed Price Breakdown of B.1.1 – CLAC 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 B.1.1 price does not include:

- the pricing for the products to be used in the pyrotechnical display
- the pricing for the initial creative concept

Activity/Task/Item	Resource / Details / Other Costs	Hourly rate	Time required to complete task (hours)	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>B.1.1 Total:</b>				\$

**Table 2: Detailed Breakdown of B.1.2 – CLAC Event Materials – Centre Block.**

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.1.2 CLAC Event Materials – Center block 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 for the Parliament Hill building’s rooftop, prior to invoicing PCH.

- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.1.2 CLAC Event Materials – Center block total value.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.1.2 CLAC Event Materials – Center block 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.1.2 CLAC Event Materials – Center block.

**FOR CLAC EVENT:**

Quantity of /products (such as shells, roman candle, cakes, etc..)	Calibre of shells/products	Category	Name of products	Description of shells/products	Height	Price per shell	Price (for total Quantity)
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
<b>B.1.2 Total:</b>							\$

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

**B.2 TOTAL ALL INCLUSIVE PRICE FOR THE DECEMBER 31<sup>ST</sup> PYROTECHNICAL DISPLAY**

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 pyrotechnical display.

Activity	Total Prices (in accordance with Detailed Price Breakdown)
<p><b>B.2.1 – December 31<sup>st</sup> General Costs</b></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 pyrotechnics display as described in the Annex "A", Statement of Work</p>	\$
<p><b>B.2.2 December 31<sup>st</sup> Event Materials – Centre block, East block and West block</b></p> <p>The firm all-inclusive price includes all pyrotechnical products identified for use in the closing event display as described in the Annex "A", Statement of Work, duty and excise taxes included if applicable.</p>	\$
<p><b>B.2.3 – Initial Creative Concept</b></p> <p>Firm all-inclusive price to design the concept for the pyrotechnics display as described in the Annex "A", Statement of Work.*</p> <p>*The all-inclusive price does not include the pricing for revisions to the creative concept.</p>	\$
<p><b>B.2.4 – Revisions to creative concept</b> (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 pyrotechnics display concept 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.</p>	\$ (price per revision) X 3 revisions = total price
<p><b>B.2 TOTAL ESTIMATED PRICE OF DECEMBER 31<sup>ST</sup> PYROTECHNICS DISPLAY (Applicable Taxes extra)</b></p>	\$

**Table 3: Detailed Price Breakdown of B.2.1 – December 31<sup>st</sup> 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 B.2.1 price does not include:

- the pricing for the products to be used in the pyrotechnical display
- the pricing for the initial creative concept

Activity/Task/Item	Resource / Details / Other Costs	Hourly rate	Time required to complete task (hours)	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>B.2.1 Total:</b>				\$

**Table 4: Detailed Breakdown of B.2.2 – December 31<sup>st</sup> Event Materials – Centre block, East block and West block**

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.2.2 December 31<sup>st</sup> Event Materials – Centre block, East block and West block 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 for the Parliament Hill building’s rooftop, prior to invoicing PCH.

- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.2.2 - Dec 31<sup>st</sup> Event Materials – Centre block, East block and West block total value.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.2.2 - Dec 31<sup>st</sup> Event Materials – Centre block, East block and West block 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.2.2 - Dec 31<sup>st</sup> Event Materials – Centre block, East block and West block

**FOR DECEMBER 31<sup>ST</sup> EVENT:**

Quantity of products (Such as shells, roman candle, cakes, etc..)	Calibre of products	Category	Name of products	Description of products	Height	Price per shell	Price (for total Quantity)
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
<b>B.2.2 Total:</b>							\$

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

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## 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. The City of Ottawa must be included as Additional Insured.
  - c. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - i. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - j. 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.
  - k. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - l. 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.
  - m. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

Solicitation No. - N° de l'invitation  
C1111-170115/A  
Client Ref. No. - N° de réf. du client  
C1111-170115

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx025.C1111-170115

Buyer ID - Id de l'acheteur  
cx025  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

**Appendix A**

**CLAC EVENT- CENTRE BLOCK**

Quantity of unit products	Category	Name of Shells/ products	Description of shells/ products	Country of origin & manufacturer

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

**DECEMBERE 31<sup>ST</sup> EVENT- CENTRE, EAST AND WEST BLOCK**

Quantity of unit products	Category	Name of Shells/ products	Description of shells/ products	Country of origin & manufacturer

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