



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

<b>Title - Sujet</b> Expositions, Design and Fabrication	
<b>Solicitation No. - N° de l'invitation</b> C1111-170519/A	<b>Date</b> 2018-01-11
<b>Client Reference No. - N° de référence du client</b> C1111-17-0519	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CX-024-74121	
<b>File No. - N° de dossier</b> cx024.C1111-170519	<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 2018-02-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Lavigne (cx024), Pierre	<b>Buyer Id - Id de l'acheteur</b> cx024
<b>Telephone No. - N° de téléphone</b> (613) 990-3140 ( )	<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 11th FL. (25-11-V) 25 EDDY ST Gatineau Quebec K1A0M5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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C1111-170519/A  
Client Ref. No. - N° de réf. du client  
C1111-170519

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx024.C1111-170519

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

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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 one (1) musical pyrotechnics display for the Canada Day Celebration on July 1<sup>st</sup> 2018 and if the option to extend is exercised, designing, organizing and producing one (1) musical pyrotechnics display for the Canada Day Celebration on July 1<sup>st</sup> 2019 to be held in Ottawa 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.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

### **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) (<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.

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following: "Transmission by facsimile or by epost Connect"
  1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
      - i. receipt of garbled or incomplete bid;
      - ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the bid;

- v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid; or
    - vii. security of bid data.
  - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
- 2. ePost Connect
  - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
  - b. To submit a bid using epost Connect service, the Bidder must either:
    - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
  - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

## 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](#).

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## 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.

### 2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies) and 1 soft copies on CD)

Section II: Financial Bid (2 hard copies) and 1 soft copies on CD)

Section III: Certifications (1 hard copy) and 1 soft copies on CD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

The Bidders can provide only one soft copy on CD containing Section I, Section II and Section III in well identified separate files (Technical Bid, Financial Bid and Certification).

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.

### **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.

MANDATORY REQUIREMENTS		Met	Not Met
<b>M1</b>	<p>The Bidder must demonstrate that it was contractually bound to one client or more than one 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 and 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"> <li>1. The client contact information</li> <li>2. The budget of the pyromusical fireworks display.</li> <li>3. The date of the pyromusical fireworks display (month and year);</li> <li>4. A short narrative description of the pyromusical fireworks display;</li> <li>5. A description of the planning, implementation, display/show and management services provided by the Bidder for the project;</li> <li>6. A description of the security and safety measures put in place by the Bidder for the pyromusical fireworks display;</li> </ol>		

M2	<p><b>The Bidder must identify the proposed Project Leader for the pyromusical fireworks 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 Display supervisor certificate issued by ERD for Fireworks Supervisor that includes the endorsement for Rooftop, Bridge and Flatbed Firing Sites and the certificate expiry date (month and year).</li> <li>2. Experience in fulfilling the role of Project Leader for at least three (3) pyromusical fireworks displays 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.</li> </ol> <p>The Bidder must provide a copy of the proposed project leader's valid Display supervisor certificate issued by ERD for Fireworks Supervisor that includes the endorsement for Rooftop, Bridge and Flatbed Firing Sites and the certificate expiry date (month and year).</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"> <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 pyromusical fireworks 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 pyromusical fireworks display;</li> <li>4. The date of the pyromusical fireworks display (month and year);</li> <li>5. The budget of the pyromusical fireworks display.</li> </ol>		
M3	<p><b>The Bidder must identify the proposed Operator for the fireworks 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 Operator's valid Display supervisor card issued by ERD for Fireworks Operator Certificate that includes the endorsement for Rooftop, Bridge and Flatbed Firing Sites and the expiry date (month and year).</li> <li>2. Experience in fulfilling the role of Operator for at least three (3) fireworks displays on or after August 1, 2010.</li> </ol> <p>The Bidder must provide a copy of the proposed Operator's valid Display supervisor card issued by ERD for Fireworks Operator</p>		

	<p>Certificate that includes the endorsement for Rooftop, Bridge and Flatbed Firing Sites and the expiry date (month and year).</p> <p>The bidder must demonstrate the experience of the proposed operator by providing three (3) examples of pyromusical fireworks displays. Each of these three examples must have been completed on or after August 1, 2010. For each of these three (3) shows, the proposed person must have acted as an operator.</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"> <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 pyromusical fireworks display;</li> <li>4. The date of the pyromusical fireworks display (month and year);</li> </ol>		
M4	<p><b>Financial Proposal</b></p> <p>The Bidder must submit a detailed financial proposal for the pyromusical fireworks display in accordance with the Annex "B" Basis of Payment, with a Total All-Inclusive Fireworks Display Price (see B.1 and B.2 Total All-Inclusive Price) not exceeding <b>\$110,000.00 per display</b> (Applicable Taxes extra).</p>		
M5	<p><b>Breakdown of shells from 200mm to 300 mm</b></p> <p>The Bidder must propose at minimum 125 shells per show ranging between 200/205mm to 300/305 mm: A minimum of 30 shells must be 300/305 mm (12 inch), 40 shells must be 250/255 mm (10 inch) and 40 shells must be 200/205 mm (8 inch). Additional shells will be evaluated in rated criteria R.2.</p> <p>The Bidder must provide the breakdown of the proposed shells by completing:</p> <p>Table 2: Detailed Breakdown of B.1.2 – Pyrotechnical materials for Canada Day 2018, Nepean Point; and</p> <p>Table 4: Detailed Breakdown of B.2.2 – Pyrotechnical materials for Canada Day 2018, Nepean Point</p>		

<b>M6</b>	<b>List of materials</b> <b>List of products</b> The Bidder must complete the tables in Appendix A1 and A2 for the pyromusical fireworks display 2018 and 2019		
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#### 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

<b>R.1.1</b>	<b>Pyrotechnics display concept</b>	<b>Minimum Required Points</b>	<b>Maximum Points</b>
	The Bidder should provide a summary concept of the pyromusical fireworks display (Canada Day 2018).  The Bidder's summary concept should at minimum describe how the bidder proposes to implement the fireworks display as per requirements in Annex A – Statement of Work.	75	100
Comments:			
<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 2018 pyromusical fireworks display for 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>	22.5	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.

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).

**R2 – Additional shells in response to M5 (Canada Day 2018)**  
**(Minimum required points: 50 points – Maximum points: 60 points)**

Bidders should identify the number of shells proposed for each category (300/305 mm, 250/255 mm, 200/205 mm) in response to M5 (Canada Day 2018). Points will be allocated for additional shells. An example of how the bids will be evaluated for the purposes of R2 based on different scenarios is found below.

	Minimum	scenario 1	scenario 2	scenario 3	scenario 4
(A) 300/305 mm (12 in)	30	34	40	50	45
(B) 250/255 mm (10 in)	40	50	45	50	50
(C) 200/205 mm (8 in)	40	41	50	40	55
(D) Minimum required shells from 200/205 to 300/305 mm (between 8 inch and 12 inch)	125	125	135	140	150
(E) Additional shells		0	10	15	25
(F) Total proposed shells in bid divided by the minimum of 125		1	1.08	1.12	1.20
<b>To calculate the number of points, multiply the value of (F) by 50</b>		50 points	54 points	56 points	60 points

## 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 142.5 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 190 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
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [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](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.

Solicitation No. - N° de l'invitation  
C1111-170519/A  
Client Ref. No. - N° de réf. du client  
C1111-170519

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx024.C1111-170519

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

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### 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.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

### 5.2.4 Status and Availability of Resources

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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## 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.

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## 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 31<sup>st</sup> 2019 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional period of six (6) months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
C1111-170519/A  
Client Ref. No. - N° de réf. du client  
C1111-170519

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx024.C1111-170519

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

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Name: Pierre Lavigne or delegate  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Communication Procurement  
Address: 360 Albert Street, Ottawa, Ontario K1R 7X7

Telephone: 613-990-3140

Facsimile: 613-991-5870

E-mail address: [TPSGC.pdgamiace-appbmpace.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.pdgamiace-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.*

#### **7.5.4 Identified person (s)**

The Contractor must provide the following services for the performance of the Work identified in the Contract:

The project manager: (insert the name of the person).

The operator (pyrotechnician): (insert the name of the person).

#### **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.1.3 Initial Creative Concept and B.1.4 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, and B.1.5, 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".

If Option to Extend the Contract is exercised.

**7.7.1.3** 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.

**7.7.1.4** For B.2.1, B.2.2, and B.2.5, 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.
  - 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.

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File No. - N° du dossier  
cx024.C1111-170519

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

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### **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 Annex B Basis of Payment. 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. Project

##### 1.1 Title

Design, organize and produce one (1) pyromusical fireworks display on July 1<sup>st</sup> 2018 and if the option to extend is exercised, design, organize and produce one (1) pyromusical fireworks display on July 1<sup>st</sup>, 2019 for Canada Day Celebrations.

##### 1.2 Introduction

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

PCH is seeking one (1) Contractor to design, organise and produce one (1) pyromusical fireworks display in 2018 and as an option, one (1) for 2019.

All tasks related to the 2019 pyromusical fireworks display will only be required if the option to extend the contract is exercised.

#### 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)

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

#### Chief Inspector of Explosives (CIE)

"**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*)

#### 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)

### 1.3 Objectives of the Requirement

Canada Day Celebration, July 1<sup>st</sup> pyromusical Fireworks Displays.

The July 1<sup>st</sup> pyromusical displays on July 1<sup>st</sup> 2018 and on July 1<sup>st</sup> 2019 will have a duration of 15 minutes. Each pyromusical fireworks display will be accompanied by a soundtrack synchronized with time code. It will take place on July 1<sup>st</sup> at approximately 10pm (Exact time to be confirmed, delays can be expected). It will be comprised of shells and pyrotechnical products from categories 7.2.1/F1, 7.2.2/F2 and 7.2.5/F3

The main pyromusical fireworks display will be launched from Nepean Point, located on the property behind the National Art Gallery of Canada in Ottawa as well as the possibility to fire from the bottom of the cliff near the bridge access.

### 1.4 Background, Assumptions and Specific Scope of the Requirement

The Contractor must provide for each display:

#### 1.4.1 The 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 one [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 one (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 15 minutes and be comprised of display shells and pyrotechnical effects.
- c) The show must be launched from Nepean Point (Astrolabe) in Ottawa adjacent to the National Gallery of Canada. The available space on site for the launch is approximately 750M<sup>2</sup>,
- 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 200/205 mm (8"), 250/255 mm (10") and 300/305 mm (12"). It should be noted that the Contractor can use, in small quantities, products from calibre ranging between 20 mm to 125 mm, roman candles, cakes, etc. from Nepean Point.
- e) The pyromusical fireworks display must include at minimum 125 of the largest shells authorized in Canada for the show ranging between 200/205mm to 300/305 mm: A minimum of 30 shells must be

300/305 mm (12 inch), minimum 40 shells must be 250/255 mm (10 inch) and minimum 40 shells must be 200/205 mm (8 inch) and a variety of other sizes and products.

- f) The Contractor must possess valid certifications to supervise the show, import material transport material and submit copies with the proposal.
- g) Revision of the concept. The Contractor must plan for a maximum of three (3) revisions of the creative concept, if they are requested by the PCH technical authority. The Contractor is responsible for all the work and requirements to revise the creative concept and the sound track as requested. The quantity of shells or products could, as required and not significantly, be increased as per the product list submitted in Annex B, Basis of payment. It must be noted that PCH will not reduce the total quantity of shells/products listed in Annex B following a revision of the creative concept.
- h) The amount of dead air time during the fireworks display must not exceed three (3) seconds with no shells exploding.
- i) One installation and emergency measures plan where pyrotechnics and fireworks will be launched.

## 2 Tasks

### 2.1.1 DESIGN:

The Contractor must:

- a) Design, organize and produce the pyromusical fireworks display to time code.
- b) Plan, implement and fire a pyromusical display
- c) Provide to PCH the final sound track, using only Canadian content music by multiple Canadian artists from various music styles, 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 content as requested by PCH. 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 must be played at a minimum on the official sites of Canada Day.
- d) Supply the sound track audio signal for distribution by PCH from Nepean Point;
- e) For the sound track, complete grid in Annex B

### 2.1.2 MATERIAL AND TRANSPORTATION:

The Contractor must:

- 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. Final cleanup of the roof of the National Art Gallery of Canada, other buildings and other areas must be completed by the Contractor on July 2nd<sup>rd</sup>
- 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 must be a reliable computerized system.
  - 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 shells/effects and/or size of shells 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.
- e) Supply all the necessary material, launching apparatus and all necessary protective equipment for all size of shells.
- 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 Nepean Point firing 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 over 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 or roll off container (roll off container to be supplied by contractor unless agreed in writing with Canada).
- o) The Contractor must properly and adequately pick up and dispose of all pyrotechnical garbage from the site area as well as sand from the ground. Rakes may be used on the grass and rooftop as required

### **2.1.3 MEETINGS:**

- a) The Contractor must plan for two (2) to four (4) meetings with PCH and the principal stakeholders 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.

### **2.1.4 INSURANCE, 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.
- b) The Contractor must inform the air traffic controls for the Rockcliffe, Gatineau, Carp and Ottawa airports of the launching of the fireworks display.

### **2.1.5 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 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 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) The Contractor must assign an Operator who will:

- Be responsible for the technical aspects of the pyromusical fireworks display;
- Oversee the entire installation, execution, dismantling and cleaning and who must return the site to its original state before the end of the day on July 3;
- Attend the site security/safety meeting on the day of the pyromusical fireworks display. The exact time of this meeting will be determined at a later date. PCH will inform Contractor of time and attendance of the meeting;
- Prior to and after the pyromusical fireworks displays, perform, in conjunction with the PCH site coordinator, a site inspection. Following the pyromusical fireworks display, perform an inspection and clean-up for any unexploded fireworks, duds or still ignited pieces and debris. A final inspection is to be performed immediately after the pyromusical fireworks display and again at daylight as agreed with the stakeholders.

### 2.1.6 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.

### 3.1 PCH's Obligations

PCH will be responsible for:

- a) Collaborate with the Contractor during the sound track design as detailed in section 1.4.1 and approve 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 pyromusical fireworks display, to access to the roof of the building, and to facilitate the closure of the Great Hall and the closure of the building as per the synopsis from the Ottawa Fire Department (OFD) Authority having jurisdiction (AHJ).
- c) Entering into an agreement with Public Works and Government Services Canada for the closure of the Alexandra Bridge.
- d) Delivering and returning the equipment below to and from 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 and removed by the Contractor;
  - The supply and installation of all required barricades to physically enclose the display launching perimeters;
  - The supply of up to ten (10) two-way radio for use by the Contractor to communicate with PCH and validate the perimeter;
  - The supply up to 150 plastic drums of approximately 200 litres (45 gallons) each to be used by the Contractor;
  - The supply of one 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) 10 x 20 tent.
- e) Providing the Contractor with parking space on site and access passes to restricted areas at Nepean point;
- 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 pyromusical fireworks display to the Ottawa Police Service, the RCMP, Gatineau Police Services, EMS and all other emergency services.
- h) 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 pyromusical fireworks display at Nepean Point. 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) As per the synopsis from the Ottawa Fire Department (OFD) Authority having jurisdiction (AHJ), enter into an agreement with the National Gallery of Canada to organize access to the roof of the building and to facilitate the closure of the Great Hall and the building.

### 3.2 Music Rights and Clearances

The following information will be required if the pyro musical display option is exercised:

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

### 3.3 Location of Work, Work site and Delivery Point

The main pyromusical fireworks display will be launched from Nepean Point, located on the property behind the National Art Gallery of Canada in Ottawa as well as the possibility to fire from the bottom of the cliff near the bridge access.

### 3.4 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 and those approved by the CIE.
- 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 or other approved containers is the responsibility of the Contractor. Plastic 45 gallons barrels are provided by PCH.



- d) 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.
- e) The Contractor must provide an additional four (4) coloured 150/155 mm (6") and one (1) 250/255 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 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.
- 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, it's the Contractors responsibility and must ensure that safety is a priority during the pyromusical fireworks display.
- i) Any derogation from the Canadian rules and regulations established by ERD must 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 fireworks display. This plan will be shared with the National Art Gallery of Canada.
- k) 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 a minimum of two (2) technician certified with fall arrest equipment and certification if required. The Contractor must respect all recommendations and requirements from ERD and AHJ. Dependant on wind direction, technician could be relocated on other building roofs

## 4. Project Schedule

### 4.1 Work schedule, Deliverables and Milestones

#### Schedules

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

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.

ACTION	DATE
Award of contract	February 2018
Provide initial creative concept	45 calendar days after award of contract in 2018. If option to extend is exercised. 45 calendar days after December 31, 2018

Revision 1 of creative concept to be submitted to PCH	20 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.	20 business days after review of creative concept by PCH
Revision 2 of creative concept to be submitted to PCH	20 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.	20 calendar days after review of creative concept by PCH
Revision 3 of creative concept to be submitted to PCH	20 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.	20 calendar days after review of creative concept by PCH
Submit to PCH final Soundtrack for approval (approval could take up to 14 days)	April 2018 and in option year April 2019
Inspection of mortar installation	Ongoing
Arrival of pyrotechnic material on site	as per synopsis from OFD-AHJ permit request
Final inspection of launching area	June 30 and July 1, 2018 and in option 2019
Time at which the Contractor must be ready to launch the pyromusical fireworks display	July 1 <sup>st</sup> at 9pm - Exact time to be confirmed prior to the display
Closing of the Alexandra Bridge to pedestrians	July 1 <sup>st</sup> at 8 pm or 9 pm
Tests and wind direction	July 1 <sup>st</sup> between 9 pm and 10 pm
Display launching	July 1 <sup>st</sup> at approximately 10 pm
Re opening of Alexandra Bridge to pedestrians	July 1 <sup>st</sup> immediately after bridge clean confirmed by technician to PCH.
Strike and site clean-up	July 1 <sup>st</sup> immediately after the display and July 2 and July 3rd
Final site inspection	*subject to change

## 5. APPLICABLE DOCUMENTS

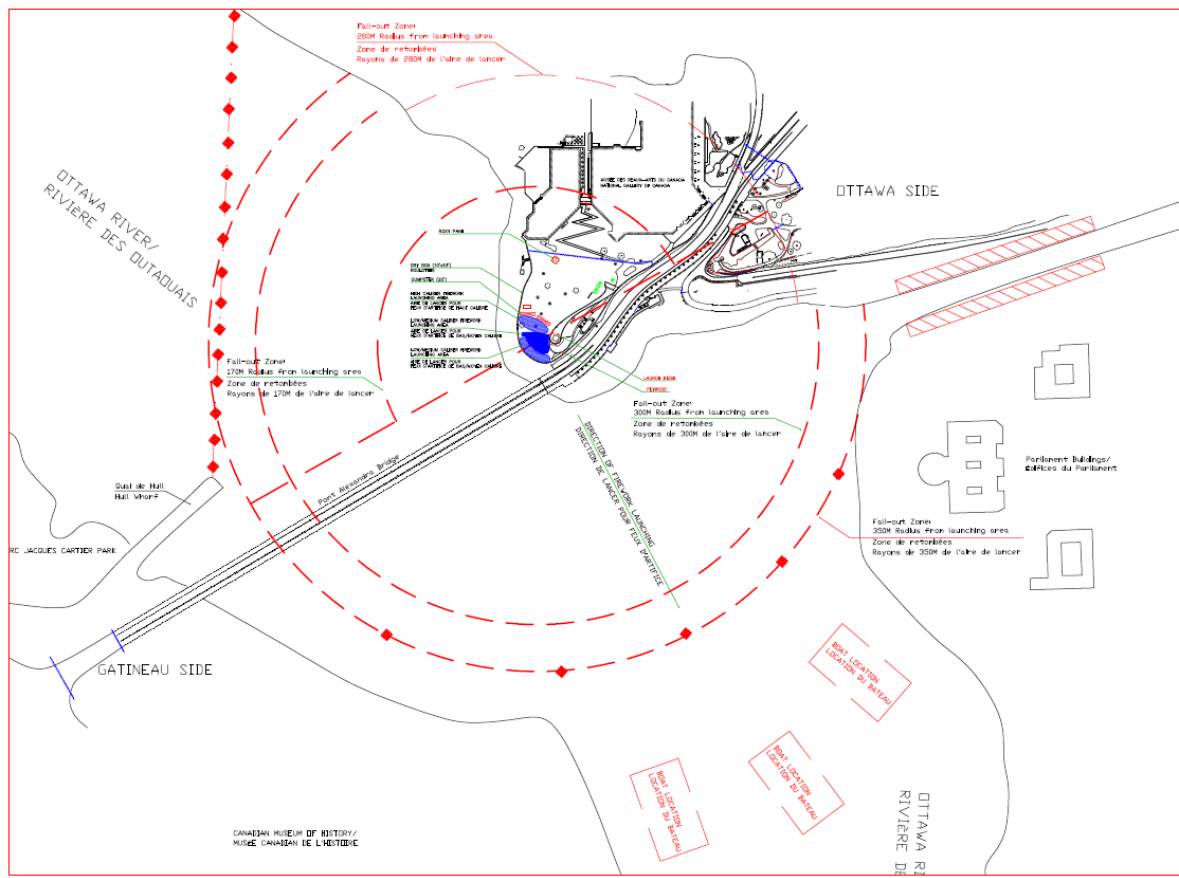
### 5.1 Applicable Documents

Site plan of Nepean Point will be forwarded to the Contractor

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C1111-170519/A  
Client Ref. No. - N° de réf. du client  
C1111-170519

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx024.C1111-170519

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



## 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 PYROMUSICAL FIREWORKS DISPLAY CANADA DAY JULY 1, 2018**

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)
<b>B.1.1 – General Costs for Canada Day July 1<sup>st</sup> 2018</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 pyromusical fireworks display as described in the Annex "A", Statement of Work	\$
<b>B.1.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2018 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.</b> The firm all-inclusive price includes all shells/ explosives identified for use in the fireworks display as described in the Annex "A", Statement of Work, duty and excise taxes included if applicable.	\$
<b>B.1.3 – Initial Creative Concept</b> Firm all-inclusive price to design the concept for the pyromusical fireworks display as described in the Annex "A", Statement of Work.* The firm all-inclusive price, B1.3, must not exceed 10% of the B.1 total.  * The firm price does not include the prices for revisions to the creative concept.	\$

<p><b>B.1.4 – Revisions to creative concept</b> (Maximum of three [3] 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 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.1.4*</p>	<p>\$ (price per revision) X 3 revisions = total price</p>
<p><b>B.1.5 Final Soundtrack</b></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>B.1 TOTAL ESTIMATED PRICE OF FIREWORKS DISPLAY FOR CANADA DAY 2018 (Applicable Taxes extra). THE ALL INCLUSIVE TOTAL MUST NOT EXCEED \$ 110, 000 APPLICABLE TAXES EXTRA</b></p>	<p>\$</p>

**Table 1: Detailed Price Breakdown of B.1.1 – General Costs Canada Day 2018:**

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 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 B.1.1 price does not include:

- the pricing for the shells/products to be used in the pyrotechnical display
- the pricing for the initial creative concept
- Revisions to creative concept
- Final Soundtrack

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

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cx024  
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				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
B.1.1 Total:				\$

**Table 2: Detailed Breakdown of B.1.2 – Pyrotechnical materials for Canada Day 2018**

**Nepean Point Canada Day July 1<sup>st</sup> 2018 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.**

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 Materials for Canada Day 2018 – Nepean Point 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 from Nepean Point, prior to invoicing PCH. These products will be credited on the invoice.

- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.1.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2018 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.1.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2018 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.
- 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 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2018 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.

**CANADA DAY 2018**

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>B.1.2 Total:</b>							\$

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\*Cakes and other multi shots products are considered to be one (1) product.

**OPTION 1 – OPTION TO EXTEND THE CONTRACT**

**B.2. TOTAL ALL INCLUSIVE PRICE FOR THE PYROMUSICAL FIREWORKS DISPLAY CANADA DAY JULY 1, 2019**

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)
<b>B.2.1 – General Costs for Canada Day July 1<sup>st</sup> 2019</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 pyromusical fireworks display as described in the Annex "A", Statement of Work	\$
<b>B.2.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2019 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.</b> The firm all-inclusive price includes all shells/ explosives identified for use in the fireworks display as described in the Annex "A", Statement of Work, duty and excise taxes included if applicable.	\$
<b>B.2.3 – Initial Creative Concept</b> Firm all-inclusive price to design the concept for the pyromusical fireworks display as described in the Annex "A", Statement of Work.* The firm all-inclusive price, B2.3, must not exceed 10% of the B.2 total.  * The firm price does not include the prices for revisions to the creative concept.	\$



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<p><b>B.2.4 – Revisions to creative concept</b> (Maximum of three [3] 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 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.2.4*</p>	<p>\$ (price per revision) X 3 revisions = total price</p>
<p><b>B.2.5 Final Soundtrack</b></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>B.2 TOTAL ESTIMATED PRICE OF FIREWORKS DISPLAY FOR CANADA DAY 2019 (Applicable Taxes extra). THE ALL INCLUSIVE TOTAL MUST NOT EXCEED \$ 110, 000 APPLICABLE TAXES EXTRA</b></p>	<p>\$</p>

**Table 3:**

**Detailed Price Breakdown of B.2.1 – General Costs Canada Day 2019:**

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 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 B.2.1 price does not include:

- the pricing for the shells/products to be used in the pyrotechnical display
- the pricing for the initial creative concept
- Revisions to creative concept
- Final Soundtrack

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 – Pyrotechnical materials for Canada Day 2019**

**Nepean Point Canada Day July 1<sup>st</sup> 2019 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.**

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 Materials for Canada Day 2019 – Nepean Point 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 from Nepean Point, prior to invoicing PCH. These products will be credited on the invoice.

- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.2.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2019 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.2.2 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2019 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.
- 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 Materials – Nepean Point Canada Day July 1<sup>st</sup> 2019 (behind the National Art Gallery in Ottawa) and possibly at the bottom of the cliff next to the bridge access.

#### Canada Day 2019

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)
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

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<b>B.2.2 Total:</b>		\$
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\*Cakes and other multi shots products 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 National Gallery of Canada must be included as Additional Insured.
  - c. The City of Ottawa must be included as Additional Insured.
  - d. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - e. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - f. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - g. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - h. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - i. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - j. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - k. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - l. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - m. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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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" 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)

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### Appendix A1

#### CANADA DAY JULY 1, 2018 - NEPEAN POINT

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.

### Appendix A2

#### CANADA DAY JULY 1, 2019 - NEPEAN POINT

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.



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Appendix B

Table to be completed during the concept of the soundtrack

No. pièce/track number	Show Time / Temps du spectacle	Duration / Durée	Duration / Durée	Duration / Durée	Title /Titre	Artist / Artiste
		Instrumental	English / anglais	French / français		
1	0:00					
2						
3						
4						
6						
7						
8						