

CANADIAN HERITAGE
REQUEST FOR PROPOSALS

REQUEST NUMBER: 10181758

TITLE OF PROJECT: Pyrotechnical musical display - December 31st, 2018 on Parliament Hill.

REQUEST DATE: October 26th, 2018

CLOSING DATE AND TIME: November 8th, 2018, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
E-mail: pch.contrats-contracting.pch@canada.ca

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The period of the contract is from date of Contract to April 30th, 2019 inclusive.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2:00 p.m. EST on November 8th, 2018, at:

Mail room / Bid Receiving
RFP: 10181758 (c/o Line Séguin)
15 Eddy Street, 2nd Floor (15-2-C)
Gatineau, Quebec
K1A 0M5

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and one appendix, 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 and Insurance 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 Offer of services form. The Appendix is for the List of Materials.

1.2 Summary

The purpose of this Request for Proposal (RFP) is to seek proposals from bidders interested in designing, organizing and producing a pyrotechnic musical display on December 31st, 2018, for the New Year's Eve Christmas Lights projection on Centre Block on Parliament Hill. This requirement is for the Department of Canadian Heritage (PCH).

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

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.

1.4 Other information

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$ 25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted to Canadian Heritage (PCH) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or by e-mail will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension*

[Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) business 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical and Financial Criteria

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

MANDATORY TECHNICAL AND FINANCIAL REQUIREMENTS		Met	Not Met
MF1	Financial Proposal The Bidder must submit a detailed financial proposal for the pyrotechnics display in accordance with Annex B - Basis of Payment, with a Total All-Inclusive Price not exceeding \$40,000 (excluding applicable taxes).		
MF2	Financial Proposal - Breakdown The Bidder must provide the breakdown of the general costs and event materials by <u>completing all tables</u> found in Annex B - Basis of Payment.		
MT1	Experience The Bidder must demonstrate that it was contractually bound to an external client for the provision of at least one (1) musical pyrotechnic display (category F3) that was planned, prepared and fired by the Bidder's firm. The pyrotechnics display, must have been of a budget of \$25,000 or greater. The pyrotechnics display must have taken place in year 2013 or after. The Bidder must have been responsible for the planning phase, implementation, the display/show, the management of the project, as well as the security & safety. The Bidder must provide the following information for the pyrotechnic display: <ol style="list-style-type: none"> 1. The client contact information; 2. A description of the security and safety measures put in place by the Bidder for the pyrotechnics display; 3. A description of the planning, implementation, display/show 		

	and management services provided by the Bidder for the project; 4. The date of the pyrotechnics display (month and year); 5. The budget of the pyrotechnics display (each display if there are multiple displays in the project).		
MT2	The Bidder must identify the proposed Project Leader for the pyrotechnics displays. <ol style="list-style-type: none"> 1. The Bidder must provide a copy of the proposed project leader's valid certificate issued by ERD* for the use of pyrotechnics and the certificate expiry date (month and year). 2. The proposed Project Leader must have experience in fulfilling the role of Project Leader for at least three (3) pyrotechnics displays on or after August 1, 2010. Each of the pyrotechnics displays must have had a budget of \$25,000.00 or greater. In order to demonstrate this experience, the bidder must provide a list of displays. <p>*ERD – see Definitions and References (Annex "A").</p>		
MT3	List of materials The Bidder must complete the table found in Appendix A.		

4.1.1.2 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with the evaluation criteria guideline as detailed in this section. To be considered compliant, bidders must obtain the required minimum points for each point rated criteria. Proposals scoring less than the minimum required points will not be given further consideration.

R.1: Concept and Security

R.1.1	Pyrotechnics display concept	Minimum Required Points	Maximum Points
	The Bidder should provide a summary concept of the pyrotechnics display. At a minimum, the Bidder's summary concept should describe how the Bidder proposes to implement the pyrotechnics display in accordance with the requirements found in Annex A - Statement of Work.	50	100

R.1.1 Evaluation Criteria Guideline:
Lacks Understanding or Insufficient Information (0 point)

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".

R.1.2	Security and safety	Minimum Required Points	Maximum Points
	<p>The Bidder should describe the risks and proposed mitigation strategies for the security, safety, as well as any associated limitations related to the pyrotechnics display for all locations identified.</p> <p>At a minimum, the following risks must be addressed: fire extinguishers, use of fire retardant material, and training for the use of safety equipment.</p>	22.5	30

R.1.2 Evaluation Criteria Guideline:
Lacks Understanding or Insufficient Information (0 point)

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).

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;
 - b. meet all mandatory technical and financial criteria;
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. Obtain the required minimum of 72.50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
2. Bids not meeting (choose (a) or (b) or (c) and (d)) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 130 and the lowest evaluated price is \$35,000 (35).

Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		80/130	105/130	122/130
Bid Evaluated Price		\$35,000.00	\$40,000.00	\$48,000.00
Calculations	Technical Merit Score	$80/130 \times 70 = 43$	$105/130 \times 70 = 56.5$	$122/130 \times 70 = 65.7$
	Pricing Score	$35/35 \times 30 = 30$	$35/40 \times 30 = 26.3$	$35/48 \times 30 = 21.9$
Combined Rating		73	82.8	87.6
Overall Rating		3	2	1

4.3 Internal approval

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond

its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2010C (2018-06-21), General Conditions – Services (Medium Complexity), 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. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.

7.4 Period of the Contract

The period of the Contract is from date of Contract to April 30th, 2019 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management
Canadian Heritage
15 Eddy Street, 9th Floor
Gatineau, Québec K1A 0M5

Telephone: 819-997-2389

Email: pch.contracts-contracting.pch@canada.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 *(to be identified at contract award)*:

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 Technical Authority

The Technical Authority for the Contract is *(to be identified at contract award)*:

The Technical Authority is the representative of the department 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. The Technical 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.

7.5.4 Contractor's Representative

(to be identified at contract award)

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 Payment

7.7.1 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 included and Applicable Taxes are extra.

7.7.2 Limitation of expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or

- b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 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.

7.7.3.1 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.

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

7.8 Invoicing Instructions

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.

Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.

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.

7.10 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 display:

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

- Music Title
- Composer

- 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 2010C (2018-06-21) Medium 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 Cancellation of Display

Should the pyrotechnics display be cancelled by the Contractor or PCH personnel, due to inclement weather, Act of God or other circumstances beyond control from the Contractor, the Contractor will be paid 20% of the cost of the pyrotechnical materials as detailed in B.1.2 Event Materials. The Contractor will be responsible for dismantling the display, removing all pyrotechnical material from the site and returning the site to its normal condition.

7.15 Cancellation of Portion of the Display

Should a portion of the pyrotechnics display be cancelled by the Contractor or PCH personnel, due to inclement weather, Act of God or other circumstances beyond the control from the Contractor, the cancelled shells will be credited to Canada against the cost of the pyrotechnical materials as detailed in B.1.2, at the unit cost indicated on the unit cost grid provided by the Contractor in the Annex “B” Basis of Payment - B.1.2 Event Materials.

7.16 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

7.17 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

7.18 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.19 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX "A"

STATEMENT OF WORK

1. Title

Pyrotechnical musical display - December 31st, 2018 on Parliament Hill.

2. Introduction

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

The Contractor will be designing, organizing and producing a pyrotechnic musical display on December 31st 2018, for the New Year's Eve Christmas Lights projection on Centre Block on the Parliament Hill.

3. Definitions and References

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

"**AHJ**" denotes as Authorities Having Jurisdictions. All the agency responsible in any area for granting approvals for pyrotechnics displays.

"**NOTAM**" denotes the abbreviation for Notice To All Airman (design for pilots). Pilots-in-command or operators of certain special flight operations are responsible for prior co-ordination directly with the air traffic services unit providing air traffic control service in the airspace in which the proposed operation is to take place.

"**NAVCAN**" denotes NAVigation CANada. They are providing all information of the NOTAM for all the pilot-in-command or operator that are responsible for prior co-ordination who will be flying in that specific airspace.

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

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

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

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

"**Chief Inspector of Explosives (CIE)**" or "**Inspector**" means the Chief Inspector of Explosives, an inspector of explosives and a deputy inspector of explosives appointed under section 13 of the Explosives Act, and any other person who is directed by the Minister of Natural Resources 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)”

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

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

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

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

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

4. Objectives of the Requirement

December 31 is marking the end of the year. Christmas Lights across Canada projection will be extended for this evening and will culminate with a display at midnight. The Contractor must design, organise and produce one pyrotechnical musical display using category F3 products that will be fired from the roof of Center block. The display will be fired at midnight and must be a minimum of 5 minutes. The Contractor must propose an instrumental soundtrack for PCH review. It must be Canadian content.

5. Event Requirements

The pyrotechnics display must include the following elements:

- a) The pyrotechnics display must sustain the enthusiasm of the spectators.
- b) It must have an impressive beginning, a moderately paced middle portion and followed by a grand finale.
- c) The pyrotechnics display must be spectacular, colourful and appealing to the spectators.
- d) Only the Centre Block roof is to be used and must be used based on the physical limits to fire pyrotechnical materials in accordance with the Special Effect Pyrotechnics Manual Edition 3, 2014.
- e) The majority of the effects will vary in heights mainly between 45 feet and 300 feet.
- f) It will be comprised of products from categories 7.2.5/F3.
- g) The amount of dead air time during the pyrotechnic display must not exceed three (3) seconds with no products exploding.
- h) The Contractor must provide the following plans for the installation on the buildings:
 1. Installation plan, layout and schedule.
 2. Safety and emergency measures.

6. Design Requirements

The Contractor must:

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

7. Material and Transportation

The Contractor must:

- a) Provide secure and safe transportation and storage of hazardous material before, during and after the displays.
- b) Provide all the necessary equipment required for the setup, cleanup of the displays on the launch sites and the safety zones, as well as the search and removal of un-exploded pyrotechnics, etc. Final cleanup of the Centre Block rooftop on Parliament Hill and other areas must be completed by the Contractor by January 2nd, should further cleaning be needed once the snow has melted, the Contractor will be required to return to the site to finalize cleaning at no cost to the Crown, upon being informed by PCH.
- c) Provide to PCH a description of the detailed firing system used by the Contractor. The description must include (but is not limited to) the following information:
 - The launching system used must be a reliable computerized system, capable of launching synchronized simultaneous shows from various sites at once.
 - The launching system must work with "Time Code" (i.e. SMPTE) and be synchronized with the sound track. Other system using SMPTE could be synchronized to provide additional effects such as lighting.
 - The capacity to cancel certain effects at a moment's notice during the show that in no way disrupts the show.
 - The capacity to stop and start the show in the event of a security or safety issue, etc.
- d) Supply all the necessary material, launching apparatus and all necessary protective equipment for all size of shells.
- e) Where required, liquid flame retardant mixture could be sprayed around each of the installation as a preventive measure on all Parliament Hill rooftops.
- f) Supply all necessary tools and equipment to install, operate and dismantle the pyrotechnics display such as not limited to, material handling lift, etc.
- g) Supply all necessary support systems and equipment
- h) Supply all necessary protective tarps (plastic, canvas or aluminum) to shelter installations, products and wiring in case of rain or snow.
- i) Supply all transportation for Contractor's staff, pyrotechnic material and other equipment.
- j) Supply all pyrotechnicians, on the rooftop, with a valid certificate card necessary to install, operate and dismantle all pyrotechnic material and necessary protective equipment. PCH will verify identification and any individual without the proper credentials will not be allowed on sites.
- k) Supply protective material required for the firing zone.
- l) The Contractor must properly and adequately pick up and dispose of all pyrotechnical garbage from the rooftop and or around the Parliament Hill site area. Rakes may be used on the ground and rooftop as required.

8. Meetings

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

9. Insurance and Licences

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

10. Project Leader and Operator

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

11. Health and Safety

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

12. Security and Safety

- a) All pyrotechnics products must be selected, purchased, stored, handled, transported, installed, fired and disposed of according to ERD rules and regulations as well as the OFD synopsis. Any oversight of these rules and regulations may lead to immediate cancellation of the pyrotechnics display.
- b) The Contractor must only use pyrotechnic materials which are authorised in Canada by ERD.
- c) The Contractor must inform the PCH site coordinator immediately upon discovery or notice of any situation which may present any danger, however remote, to the public, surrounding buildings or landscaping.
- d) An inspection of all launching apparatus must take place at the end of their installation by the Contractor and prior to launching. The ERD, AHJ and PCH will perform this inspection. The Project Leader must be on hand to answer any questions and coordinate any required changes.
- e) The Contractor must, following any inspection, be ready to rearrange the position of setup at the last moment, if required.
- f) As per section 406 (11) of the Explosives Regulations, a pyrotechnic event must be postponed or stopped if unfavourable weather conditions develop, a special effect pyrotechnics malfunctions or any other circumstance occurs that could increase the likelihood of harm to people or property. No pyrotechnical material can be launched if the wind velocity is stronger than 45 km/h. Adjustments for wind speed shall be dictated by Table 2 of the Explosives Branch " Bulletin #48 June 2006" for winds up to 40 Km/h. Even if winds are weak, consideration should be given by PCH and/or ERD and/or the Ottawa Fire Department, in conjunction with the Contractor, to

determine if the conditions are still within reasonable safety standards. The Contractor must therefore be able to isolate certain portions of the pyrotechnics display to prevent a launch. At all times, it's the Contractor's responsibility to fire the display and he must ensure that safety is a priority during the pyrotechnics display.

- g) Any derogation from the Canadian rules and regulations established by ERD must be negotiated and pre-approved by the ERD.
- h) The Contractor must provide, to PCH, a work plan and safety plan for the pyrotechnicians that will be on the flat surface of the Centre Block roof during and following the pyrotechnics display. This plan will be shared with the Public Service and Procurement Canada. The Contractor must also participate in a meeting with the Public Services and Procurement Canada representatives to revise the plan before the pyrotechnics displays and sign the release. The Contractor must have minimum of two (2) technicians, certified with fall arrest equipment and certification on the rooftop of the Centre Block at all times when present. The Contractor must respect all recommendations and requirements from ERD, PSPC fire prevention officer and OFD.

13. PCH's Obligations

PCH will be responsible for:

- a) Coordinate with the Use of the Hill and the fire prevention Marshall to access the roof of the building, to supply of up to three (3) two-way radio for use by the Contractor to communicate with PCH regarding all aspects before and during the pyrotechnics show.
- b) Providing the Contractor with all necessary parking, only for the vehicles with the equipment and explosive and access passes to restricted areas at the Parliament Hill Vehicle Access (managed by PPS);
- c) Supplying 1 electrical outlet of 15 amps at 110 volts;
- d) Advising, through the use of the Traffic and Transit Committee, the event to the Ottawa Police Service, the RCMP, Gatineau Police Services, Ottawa Paramedics and all other emergency services.
- e) Coordinating all site security required for public safety during set up the event and tear down. This service will be provided through local private security companies and the PPS.

14. Work schedule, Deliverables and Milestones

Schedule:

Considering inclement weather or cold, the Contractor must plan for:

- Two (2) to three (3) days of site preparation and installation, roof inspection, setting up, installation and last verification before the display;
- Dismantling the night after the pyrotechnics display;
- One (1) day for dismantling and roof site cleanup;
- An inspection of the roof and around (ground mainly) of Centre Block will be done with PSPC, PCH and the Contractor to insure that no damage has been done, and or to verify the cleanup have been done properly.

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

ANNEX “B”

BASIS OF PAYMENT

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) 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. Failure to provide prices in the format specified will render the proposal non-responsive.

B.1 TOTAL ALL INCLUSIVE PRICE

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

Activity	Total Prices (in accordance with Detailed Price Breakdown)
<p>B.1.1 – General Costs</p> <p>Firm all-inclusive price includes all travel, insurance costs, licences, permits, materials and activities to organize, plan, manage, produce, install, launch, dismantle and clean-up the pyrotechnics display as described in the Annex “A”, Statement of Work</p>	\$
<p>B.1.2 - Event Materials</p> <p>The firm all-inclusive price includes all pyrotechnical products identified for use in the event display as described in the Annex “A”, Statement of Work, duty and excise taxes included if applicable.</p>	\$
<p>B.1.3 – Initial Creative Concept</p> <p>Firm all-inclusive price to design the concept for the pyrotechnics display as described in the Annex “A”, Statement of Work including the soundtrack.</p> <p>The all-inclusive price does not include the pricing for revisions to the creative concept.</p>	\$

<p>B.1.4 – Revisions to creative concept (Maximum of three [3] complete revisions to the creative concept) if required by the PCH Project Authority.</p> <p>The firm all-inclusive price per revision includes all activities and materials to revise the complete creative concept (a maximum of three [3] complete revisions to pyrotechnics display concept if required) as described in the Annex “A”, Statement of Work.</p> <p>In the event that the three (3) complete revisions are not required, the total all-inclusive price will be reduced by the price per revision.</p>	<p>\$ (price per revision) X 3 revisions = total price</p>
<p>B.1 TOTAL ESTIMATED PRICE (excluding applicable taxes)</p>	<p>\$</p>

Table 1: Detailed Price Breakdown of B.1.1 – General Costs:

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

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

The breakdown of the all-inclusive B.1 price does not include:

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

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

Table 2: Detailed Breakdown of B.1.2 – Event Materials

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

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid for the pyrotechnical materials in accordance with the following scale based on B.1.2 Event Materials of the Annex “B” Basis of Payment. The Display Performance is calculated as the percentage of successfully fired shells/products based on the total number of shells/products expected to be fired as stipulated in the final approved creative approach. The Contractor must provide a list of products that have not been fired from Centre Block rooftop, prior to invoicing PCH.

- Overall Display Performance of a minimum of 80% but less than 90%: The Contractor will be paid 80% of the B.1.2 - Event Materials total value.
- Overall Display Performance of a minimum of 75% but less than 80%: The Contractor will be paid 70% of the B.1.2 - Event Materials total value.
- Overall display performance of less than 75% (more than 25% for unspent, misfired, or dud shells/products): The Contractor will not be paid for B.1.2 - Event Materials.

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

Cakes are considered to be one (1) product.

ANNEX "C"**INSURANCE REQUIREMENTS****A – COMMERCIAL GENERAL LIABILITY**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada and Canadian Heritage.
 - b. The City of Ottawa must be included as Additional Insured.
 - c. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - d. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - e. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - f. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - g. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - h. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - i. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - j. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - k. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - l. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- m. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- n. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- o. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- p. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- r. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- s. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

B - 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.

C - 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.

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.

ANNEX “D”
OFFER OF SERVICES

<i>(to be filled in by Bidder)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of “Former Public Servant”.	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”
Integrity Provisions (as per Part 5 of the bid solicitation)	Declaration of Convicted Offences Integrity Declaration Form (to be completed only when you meet all three of the following conditions): <ol style="list-style-type: none"> 1. You are a government supplier 2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i> 3. You are unable to provide any of the certifications required by the integrity provisions. <p>Click here to complete the form and instructions for its submittal.</p>

	<p>Required Documentation</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>																
<p>Security Clearance Level of Bidder</p> <p>i. Bidder's (Company) name and full address as they appear on the security clearance application:</p> <p>ii. Security clearance level granted and file number:</p> <p>iii. Expiry date:</p>	i.	<table border="1"> <tr> <td>Designated Organization Screening (DOS)</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td colspan="3">Specify file number:</td> </tr> <tr> <td>Facility Security Clearance (FSC)</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td colspan="3">Specify file number:</td> </tr> <tr> <td>Document Safeguarding Capability (DSC)</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> </table>	Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:			Facility Security Clearance (FSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:			Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>														
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	Specify file number:																
Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
iii.																	
<p>Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p> <p>iv. Name of Department from which security clearance was obtained</p>		<p>i.</p> <p>ii.</p> <p>iii.</p> <p>iv.</p>															
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation. 																	
<p>Signature of Authorized Representative of Bidder</p>																	
<p>Signature: _____</p>		<p>Date: _____</p>															

Appendix A

LIST OF MATERIALS (for MT3)

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.