

Amendment 001 is issued to address the following:

DELETE: Request for Proposals 10200922 in its entirety

And **REPLACE** with the following:

CANADIAN HERITAGE
REQUEST FOR PROPOSALS

REQUEST NUMBER: 10200922

TITLE OF PROJECT: Fireworks, pyrotechnics and drone show for Canada Day 2021

REQUEST DATE: January 11, 2021
AMENDMENT 001 DATE: January 20, 2021

CLOSING DATE AND TIME: February 22, 2021 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Joelle Theriault
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: (873) 455-3126
E-mail: PCH.contrats-contracting.PCH@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed during the period commencing upon the date of award of the contract and are to be completed by August 6, 2021, as detailed in the Statement of Work. A maximum of two (2) contracts may be awarded as a result of this Request for proposals. Work related to each contract is identified as Project A and Project B in the Request for proposals document.

If you are interested in undertaking this project, submit your bid by **2 p.m. EST: February 22 2021** by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Please, note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail. Proposals transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH)
PCH.contrats-contracting.PCH@canada.ca
RFP. : 10200922
Attention : Joelle Theriault

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

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 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 Offer of services form. Appendix A is for the List of Materials and Appendix B is for the detailed soundtrack.

1.2 Summary

The purpose of this Request for Proposal (RFP) is to seek proposals from bidders interested in planning, designing, organizing and producing a pyrotechnic musical and drone show on July 1st, 2021 for the Canada Day celebration in the National Capital Region. This requirement is for the Department of Canadian Heritage (PCH).

There are security requirements associated with this requirement. For additional information, consult Part 6 - 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 virtually.

1.4 Other information

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at PCH.contracts-contracting.PCH@canada.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Proposals must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFP.

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 FPS, 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,

“fee abatement formula” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 FPS 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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) 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.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at PCH.contrats-contracting.PCH@canada.ca. Proposals transmitted by facsimile or mail to PCH will **not** be accepted.

Bidders may submit a proposal for Project A, for Project B or for both projects.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or more. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted.

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

- Section I: Technical Proposal
- Section II: Financial Proposal
- Section III: Certifications
- Section IV: Additional Information

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) Each project (Project A: Pyrotechnic Musical Show and Project B: Drone Light Show) will be evaluated separately. As a result, PCH could award up to two (2) contracts under this RFP.
- (c) 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

PROJECT A
PYROTECHNIC MUSICAL SHOW

A bid must comply with the requirements of the bid solicitation and meet mandatory evaluation criteria AMF1, AMT1 and AMT2 to be declared responsive for Project A.

MANDATORY TECHNICAL AND FINANCIAL REQUIREMENTS		Met	Not Met
AMF1	<p>Financial Proposal - Breakdown</p> <p>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.</p> <p>The total all-inclusive Musical Pyrotechnics Show Price (B.1 – ESTIMATED TOTAL COST OF THE MUSICAL PYROTECHNICS SHOW FOR CANADA DAY 2021 Annex B, B.1) must not exceed \$105,000.00 (applicable taxes extra).</p>		
AMT1	<p>Experience</p> <p>The Bidder must demonstrate that it was contractually bound to one or more clients for the provision of three (3) pyromusical fireworks displays that were planned, prepared and fired by the Bidder's firm.</p> <p>Each of the three (3) pyromusical fireworks displays must have been of a budget of \$70,000.00 or greater and must have taken place on or after August 1, 2015.</p> <p>For each of the three (3) pyromusical fireworks displays, the Bidder must have been responsible for the planning phase, implementation, the display/show; the management of the project, as well as the security and safety.</p> <p>The Bidder must provide the following information for the each of the three (3) projects:</p> <ol style="list-style-type: none"> 1. The client contact information; 2. The budget of the pyromusical fireworks display; 3. The date of the pyromusical display; 4. A short narrative description of the pyromusical fireworks 		

	<p>display;</p> <ol style="list-style-type: none"> 5. A description of the planning, implementation, display/show and management services provided by the Bidder for the project; 6. A description of the security and safety measures put in place by the Bidder for the pyromusical fireworks display. 		
AMT2	<p>The Bidder must identify the proposed Project Leader for the pyrotechnics displays.</p> <p>The proposed Project Leader must have:</p> <ol style="list-style-type: none"> 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). 2. The proposed Project Leader must have experience in fulfilling the role of Project Leader for at least three (3) pyromusical fireworks displays on or after August 1, 2015. Each of the three (3) pyrotechnics displays must have had a budget of \$70,000.00 or greater. <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"> 1. The client contact information 2. A description of the responsibilities of the Project Leader that must include: <ul style="list-style-type: none"> • Attending meetings with the principal stakeholders; • Coordinating the entire installation, the launch, the dismantling and the clean-up of all aspects of the pyromusical fireworks display; • Obtaining the necessary permits; • Ensuring effective liaison with representatives the client and other designated entities. 3. A short narrative description of the pyromusical fireworks display; 4. The date of the pyromusical fireworks display (month and year); 5. The budget of the pyromusical fireworks display. <p>*ERD – see Definitions and References (Annex "A").</p>		

**PROJECT B
DRONE LIGHT SHOW**

A bid must comply with the requirements of the bid solicitation and meet mandatory evaluation criteria BMF1, BMT1 and BMT2 to be declared responsive for Project B.

MANDATORY TECHNICAL AND FINANCIAL REQUIREMENTS		Met	Not Met
BMF1	<p>Financial Proposal - Breakdown</p> <p>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.</p> <p>The total all-inclusive Drone Light Show Price (Annex B, B.1 – ESTIMATED TOTAL COST OF THE DRONE LIGHT SHOW) must not exceed \$65,000.00 (applicable taxes extra).</p>		
BMT1	<p>Experience</p> <p>The Bidder must demonstrate that it was contractually bound to one or more clients for the provision of two (2) drone light displays that were planned, prepared and operated by the Bidder's firm.</p> <p>Each of the two (2) drone light displays must have been of a budget of \$10,000.00 or greater or for displays with a minimum of 90 to 200 drones and must have taken place on or after August 1, 2015.</p> <p>For each of the two (2) drone light displays, the Bidder must have been responsible for the planning phase, implementation, the display/show; the management of the project, as well as the security and safety.</p> <p>The Bidder must provide the following information for the each of the two (2) projects:</p> <ol style="list-style-type: none"> 1. The client contact information; 2. The budget of the drone light display; 3. The date of the drone light display; 4. A short narrative description of the drone light display; 5. A description of the planning, implementation, display/show and management services provided by the Bidder for the project; 6. A description of the security and safety measures put in place by the Bidder. 		
BMT2	<p>The Bidder must identify the proposed Project Leader for the drone light displays.</p> <p>The proposed Project Leader must have:</p> <ol style="list-style-type: none"> 1. The Bidder must provide a copy of the proposed project leader's valid advanced operations certificate at a minimum. 		

	<p>2. The proposed Project Leader must have experience in fulfilling the role of Project Leader for at least two (2) 90 to 200 drones light display on or after August 1, 2015.</p> <p>To demonstrate this experience, the Bidder must provide for each of the two (2) drone light displays:</p> <ol style="list-style-type: none"> 1. The client contact information 2. A description of the responsibilities of the Project Leader that must include: <ul style="list-style-type: none"> • Attending meetings with the principal stakeholders; • Coordinating the entire installation, the launch, the dismantling and the clean-up of all aspects of the drone light display; • Obtaining the necessary permits; • Ensuring effective liaison with representatives the client and other designated entities. 3. A short narrative description of the drone light display; 4. The date of the drone light display (month and year); 5. The budget of the drone light display and the number of drones used. 		
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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.

Point Rated Criteria will be evaluated for Project A AND for Project B

R.1: Concept and Security

R.1.1	Pyrotechnics display (Project A) or Drone show concept (Project B)	Minimum Required Points	Maximum Points
	<p>The Bidder should provide a summary concept of the pyrotechnics display.</p> <p>At a minimum, the Bidder's summary concept should describe how the Bidder proposes to implement the pyrotechnics display and drone show in accordance with the requirements found in Annex A - Statement of Work.</p>	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
	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. At a minimum, the following risks must be addressed: fire extinguishers, use of fire retardant material, and training for the use of safety equipment.	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 - Highest Combined Rating of Technical Merit and Price

Project A and Project B will be evaluated separately.

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 (a) or (b) or (c) or (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

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Required Precedent to Contract Award

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2010C (2020-05-28), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to this Contract.

6.4 Period of the Contract

The period of the Contract is from date of Contract to August 6, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joelle Thériault
Procurement and Contracting Specialist
Contracting and Material Management Directorate
Department of Canadian Heritage
Telephone: 873-455-3126
E-mail address: 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.

6.5.2 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.

6.5.3 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.

6.5.4 Contractor's Representative

(to be identified at contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Basis of Payment

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.

6.7.1 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(amount will be inserted at contract award)*. 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.

6.7.2 Method of Payment - Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3 Schedule of Milestones

Milestone	Deliverable	Amount (\$)	Expected Due Date
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.	TBC at Contract Award	May 2021
2	For B.1.1, B.1.2 and B1.3 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".	TBC at Contract Award	July 2021

6.8 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 must be forwarded to PCH's Resource Management Directorate by email (pch.dgrsemcap-rmdsmecpa.pch@canada.ca) for certification and payment.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 Music Rights and Clearances *(6.11 will form part of the Contract for Project A only)*

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

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Appendix A, List of Materials;
- (g) Appendix B, Soundtrack;
- (h) the Contractor's bid dated _____, *(insert date of bid)*

6.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Cancellation of Display *(6.11 will form part of the Contract for Project A only)*

Should the pyrotechnics display be cancelled on July 1, 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.

Reference: Event Materials (table B.1.2 at Annex B)

6.15 Cancellation of Portion of the Display *(6.11 will form part of the Contract for Project A only)*

Should a portion of the pyrotechnics display be cancelled on July 1, 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.

Reference: Event Materials (table B.1.2 at Annex B)

6.16 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.

6.17 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.

6.18 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.19 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

ANNEX “A”

STATEMENT OF WORK

1. TITLE

Fireworks, pyrotechnics and drone show for Canada Day 2021

2. BACKGROUND INFORMATION

The objective of this contract is to plan, design, set up and launch one (1) pyromusical and drone show on July 1, 2021, for Canada Day.

2.2 Context

Canadian Heritage (PCH) is responsible for organizing and promoting public activities and events that foster pride and national unity as well as Canada Day activities in the National Capital Region.

The official sites that will welcome the public for Canada Day 2021 celebrations will be mainly located in close proximity of Parliament Hill, LeBreton Flats, Portage Bridge, Laurier Street and surrounding street in Ottawa and Gatineau.

NOTE: There will not be a stage on Parliament Hill. Canadian Heritage will propose revised and varied programming for visitors who come to Parliament Hill throughout the day and in the evening. There will be a large stage on LeBreton flats with all-day programming.

2.3 Terminology

Terms	Definition
ERD	Refers to the Explosives Regulatory Division of the Ministry of Natural Resources Canada (NRCan) or its authorized representative.
Display Fireworks Manual 2010	<p>Refers to the second edition, published in 2010 by the Explosives Regulatory Division of the Ministry of Natural Resources Canada.</p> <ul style="list-style-type: none"> 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 (F.2). The manual corresponds with the federal <i>Explosives Act</i> and <i>Explosives Regulations</i>, but does not apply to pyrotechnic special effects (class 7.2.5 / F.3), which are covered in the <i>Pyrotechnic Special Effects Manual</i> or to consumer fireworks (class 7.2.1 / F.1).
Principal stakeholders	Includes the Government of Canada, the municipalities and the private sector.
Chief Inspector of Explosives (CIE) or “Inspector”	Refers to 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. (<i>inspecteur</i>)
Authorized explosives, fireworks	Refers to explosives or fireworks (listed in the List of Authorized Explosives) that the Chief Inspector of Explosives stated as able to be manufactured, handled, stored, transported and used safely.

Pyrotechnician certification card	Refers to persons who can handle and operate fireworks displays and who must have received certified training for the levels of: <ul style="list-style-type: none"> • Pyrotechnician; • Pyrotechnician with endorsements. Training is provided by the ERD of NRCAN. The course “Large-scale Fireworks – Safety and Awareness Training” is given in various locations across Canada, based on demand.
Authority having jurisdiction (AHJ)	Refers to the agency responsible in all areas for approval of pyrotechnics shows and flying drones.
Synopsis	Refers to the scenarios and detailed requirements provided by the AHJ.
PSPC	Public services and procurement Canada
Drone	Remotely Piloted Aircraft

3. REQUIREMENTS

3.1 Tasks, activities, final deliverables and milestones

Project A – Musical pyrotechnics show

A 3.1.1 Set-up of the musical pyrotechnics and drone show

Regarding the musical pyrotechnics and drone show, the Musical pyrotechnics Contractor must do the following tasks and meet the requirements:

- a) Plan, set up and launch the synchronized musical pyrotechnics show with a time code track
- b) The musical pyrotechnics and drone show must take place on July 1 around 10 p.m. EDT (the exact time will be confirmed, and some delays are to be expected).
- c) The musical pyrotechnics and drone show must have a maximum duration of 12 minutes and be composed of shells and pyrotechnics.
- d) The musical pyrotechnics and drone show must maintain the spectators’ excitement. It must offer an impressive beginning (at least 1 minute), a moderately paced middle section, a “false final bouquet” around 4 minutes from the end, and a magnificent final bouquet of at least 1 minute. The musical pyrotechnics and drone show must be spectacular, colourful and eye-catching for spectators. Fireworks and drone shall complement each other for a memorable experience.
- e) Throughout the musical pyrotechnics and drone show, the amount of dead time must not last more than three (3) seconds.
- f) The site to launch the fireworks must be used according to their physical limits for launching.
- g) Use shells and products from categories 7.2.1/F1, 7.2.2/F2 and 7.2.5/F3.

See section 4.5 Workplace, work site and delivery point for the show’s launch site.

A 3.1.1 Soundtrack

Regarding the soundtrack, the Contractor must:

- a) Provide PCH with the final soundtrack that must accompany the musical pyrotechnics and drone show.
- b) Make sure the soundtrack meets the following requirements:
 1. Contain only music of Canadian content from a number of Canadian artists from various genres;
 2. Contain an equal quantity of French and English;
 3. Have various rhythms and musical influences;

4. Assembly of the soundtrack must be flexible enough to make it possible to incorporate additional content upon request by PCH;
 5. The soundtrack must take into account PCH recommendations of artists, recordings, themes and guidelines and must be approved by PCH;
 6. The soundtrack must be produced in a studio and must have professional sound quality;
 7. The Contractor must obtain all the necessary rights and licences to create and broadcast the soundtrack;
 8. At a minimum, the soundtrack must be played at the official Canada Day sites (see section 2.2).
- c) Provide the audio signal for the soundtrack to allow PCH to transmit it from the launch site(s).
 - d) Complete the table found in Appendix B for the soundtrack while designing the show and for the final version.
 - e) The soundtrack developed by the fireworks Contract. It must be shared at each step of its development with the drone Contractor to ensure there is collaboration between both Contractors in the design of the July 1st show. (Storyboard, sound track will be a collaborative effort between both contractor and PCH. The coordination between both Contractors will be the responsibility of the Contractors)

A 3.1.2 Materials and transport

The Contractor must:

- a) Provide all fireworks materials, equipment and related products.
- b) Provide the safe transport and storage of dangerous products before, during and after the shows.
- c) Provide all the necessary equipment the installation of the show, cleaning of the launch sites and all fallout areas, as well as for searching for and removing unexploded fireworks, etc. The final cleaning of the sites and other buildings and other sectors must be completed on July 2, 2021 by the Contractor.
- d) Provide to PCH a description of the firing system used by the contractor. The description must provide and respect (without being limited to) the following information:
 1. The launching systems used must be a reliable computerized system.
 2. The launching systems must have a "time code," such as SMPTE, and be synchronized with the soundtrack. Other synchronized SMPTE systems can provide additional effects, such as lighting.
 3. The ability to cancel certain products/effects and/or sizes of shells at the last minute at any time during the show without compromising it.
 4. The ability to stop and restart the show in case of a security issue, etc.
 5. Coordinate a communication system during the show with the drone pilot.
- e) Provide all the necessary materials, launching devices and all the protective equipment needed for all sizes of shells.
- f) Provide all the necessary tools and equipment to install, operate and dismantle fireworks, including, but not limited to, backhoes, Kubota-type machinery, handling and lifting equipment, storage, etc.
- g) Provide one (1) 12 m (53 ft.) enclosed trailer for storage for fireworks.
- h) Provide all support systems and equipment (i.e. boxes, mortars, etc.).
- i) Provide all required additional sandbags in addition to the 200 bags provided by PCH for the fireworks.
- j) Provide all tarpaulins (plastic, canvas or aluminum) to protect the mortars, shells and cables in case of rain.
- k) Provide the transport required for the contractor's employees, the pyrotechnical materials. and the rest of the equipment.

- l) Provide all employees possessing a valid Fireworks Operator certification card to set up, operate and dismantle all of the pyrotechnic equipment and the necessary protective equipment; PCH will check the identity of persons, and those who do not have the required competencies will not be authorized on the site and require to be replaced immediately.
- m) Install and remove plywood panels measuring around 1.2 x 2.4 m (4 ft. x 8 ft.), provided by PCH to the contractor, to protect the zones specified by PCH, the Explosives Regulatory Division of the Ministry of Natural Resources Canada (ERD), and the Authority Having jurisdiction (AHJ) of Ottawa Fire Services as required.
- n) Provide the sand required to fill the drums or containers. The site used is sensitive and any sand spill must be picked up. A transition zone shall be planned.
- o) Provide the containers for setting up the mortars.
- p) Provide the tractor-trailers for the mortars, if required.
- q) Provide a barge.
- r) Appropriately and adequately pick up and dispose of all waste products from the fireworks from the site, as well as sand from the ground. Rakes can be used on the lawn, if needed.

A 3.1.3 Meetings

The Contractor must plan for two (2) to four (4) meetings with PCH and the principal stakeholders between 30 and 45 days before the event to review the site map, safety plan, installation schedule, etc. These meetings are not for reviewing the soundtrack and the show design to be coordinated between both Contractors. Meetings will take place in the National Capital region (Ottawa, ON and/or Gatineau, QC).

A 3.1.4 Insurance and licences

- a) The Contractor must obtain the insurance policies, licenses, permits and authorizations, the necessary NOTAM notices (Notice to Airmen) for air traffic (NAVCAN) as well as the required authorizations for setting up the fireworks, launching the show and dismantling and give copies of these to PCH, before the beginning of the shows. The Contractor must indicate on permit requests, when applicable, the show will be coordinated with the drone Contractor as one unique show. Drone Contractor to obtain his own permits.
- b) The Contractor must advise air traffic control for the Rockcliffe, Gatineau, Carp and Ottawa airports of the launching of the musical pyrotechnics.
- c) The Contractor must possess valid ERD certifications to supervise the show, import materials and transport materials, and must submit copies of these documents with the proposal.

A 3.1.5 Project manager and operator

- a) The Contractor must assign a project manager who must:
 - 1. Attend meetings with the principal stakeholders;
 - 2. Be the main contact person with PCH;
 - 3. Coordinate all operations for the installation, launching, dismantling and cleaning of all aspects of the musical pyrotechnics;
 - 4. Ensure effective liaison with PCH representatives and the AHJ as well as other designated entities such as, among others, drone Contractor, the ERD, the National Capital Commission, the City of Ottawa, Transport Canada and PSPC.
- b) The Contractor must assign an operator for the pyrotechnics musical show who must:

1. Be responsible for technical aspects of the musical pyrotechnics.
2. Supervise all installation, performance, dismantling and cleaning operations and restore the site to its original state by the end of the day on July 3, 2021.
3. Attend the site security meeting the day of the pyrotechnics. The exact time of this meeting will be determined at a later date. PCH will let the Contractor know the time of the meeting and the people who must be present.
4. Before the start and at the end of the pyrotechnics, conduct a site inspection with the site coordinator from PCH. After the pyrotechnics show, he or she must conduct an inspection and perform the cleaning of all unexploded pieces, failed pyrotechnics, or pieces of debris that are still burning. A final inspection will be done immediately after the pyrotechnics show and again in daylight as agreed with the stakeholders.

A 3.1.6 Health and Safety

The Contractor must:

- a) Comply with all applicable current health and safety regulations and accept the responsibilities related to the production of this type of show.
- b) Provide all the required official competency cards for each person who is working at the show for specific tasks, including, among others, fall prevention measures for work at height.

A 4. OBLIGATIONS

A 4.1 Approval and revision of the creative concept

- a) The Contractor must provide for a maximum of three (3) full revisions of the creative concept for the show and the arrangement of the soundtrack, if required by the PCH Project Authority;
- b) The Contractor must provide all activities and materials to review the entire creative concept for the show and the arrangement of the soundtrack, as needed. The number of shells or products can, as needed, require an increase, which will not be significant, according to the products/shells identified and listed in Annex B, Basis of Payment. However, PCH will not reduce the total quantity of shells/products listed in Annex B because of a revision of the show's creative concept and the arrangement of the soundtrack;
- c) The Contractor must provide all activities and materials included in the show;
- d) A final installation plan that is approved by the authorities and by PCH and the emergency measures are required at least 30 days before the beginning of the set-up.

A 4.2 PCH's responsibilities

PCH is responsible for:

- a) Collaborating with the contractor during the preparation of the soundtrack as described in section 3.1.1 and approving the final soundtrack.
- b) Reach an agreement with various authorities for the closing of streets and surrounding bridges as required.
- c) Delivering and returning the equipment listed below to the site launch of fireworks:
 - I. Providing two hundred (200) bags of sand of about 12 kg (25 lb) each for the contractor's use.
 - II. Providing around one hundred (100) plywood panels of around 1.2 x 2.4 m (4 ft. x 8 ft.) used by the contractor to protect the lawn, as needed. The plywood provided must be installed and removed by the Contractor.

- III. Providing and installing all required barricades to physically define the perimeter for the launch of the show for both fireworks.
 - IV. Providing ten (10) two-way radios so the Contractor can communicate with PCH and establish the perimeter.
 - V. Providing up to one hundred (100) plastic drums of around 200 litres (45 gallons) each for the contractor's use.
 - VI. Providing one (1) dumpster of 20 or 30 yards for waste materials (non-pyrotechnic) nearby.
 - VII. Providing two (2) spotlights for the site during the night.
 - VIII. Providing one (1) portable toilet in the vicinity of the site for the contractor's use.
 - IX. Providing one (1) launch shelter for the pyrotechnician on site if requested.
- d) Providing the Contractor with a few parking spaces for vehicles with tools or materials and the necessary passes to access restricted areas.
 - e) Advising, through the Transport Committee, Ottawa Police Services, RCMP, City of Gatineau Police Services, Emergency Medical Services and all other emergency services of the launch of the musical pyrotechnics and drone show.
 - f) Exploring the necessity and feasibility, with Ottawa Fire Services, of the need for a fire services truck on alert in close proximity in case of emergency before, during and after the musical pyrotechnics show as a result of large crowds and street closures. The PCH Project Authority will confirm the exact position of the truck to the contractor should it be required.
 - g) Providing the site security personnel required for public safety during installation and dismantling installations for the event. This service will be provided by private security companies.
 - h) Providing the sound system to broadcast the soundtrack at the pre-determined event sites. Coordinating the broadcasting of the soundtrack through phone lines at each site. All material and equipment provided by Canada will remain the property of Canada. PCH can add other sites where the music will be broadcast.

A 4.3 Music rights and permissions

During the preparation of the soundtrack, once the soundtrack is final, the following information is required:

For recorded music or sound effects used, the contractor must indicate:

- a) the title of the piece;
- b) the composer;
- c) the duration;
- d) the rights obtained (SOCAN rights only after the soundtrack is final).

For original works or sound effects used, the contractor must indicate:

- a) the title of the piece;
- b) the composer;
- c) the duration;
- d) the rights obtained.

A 4.4 Broadcast

The fireworks may be filmed and then broadcast, in whole or in part, by PCH or a third party, on various platforms

A 4.5 Workplace, work site and delivery point for the launch site for the show

- a) The contractor will have access to the site to begin assembly based on the date agreed and confirmed by PCH during the plan review.
- b) For the purpose of this RFP, the musical pyrotechnics show is to be launched from the Ottawa river on a barge near Lemieux Island. Should the Bidder choose to propose another location, PCH will need to review and agree. Proposal of alternate site are to be submitted to PCH fourteen (14) business days prior to Request for Proposals closing date.
- c) For considerations of other site Canada can accept, at its discretion, other launch sites, if these sites meet the objectives of the fireworks and drone display. The choice of launch sites must respect the operational needs of Canada Day and ensure that the public at the various sites is able to see the fireworks and drone from the central location.

A 4.6 Safety Requirements

- a) All the fireworks shells must be selected, purchased, stored, handled, transported, installed, fired and disposed of in accordance with the rules and regulations of the ERD and the OFS synopsis. Any infringement of these rules and regulations could result in the immediate cancellation of the musical pyrotechnics show.
- b) The Contractor must use only pyrotechnics materials that are approved in Canada by the ERD and those approved by the AHJ.
- c) All mortar installations must comply with the ERD's rules and regulations and with the directives of the Prevention Service of the OFS Fire Prevention Division.
- d) The Contractor must immediately advise the PCH site coordinator as soon as a situation arises that could present a danger, even if unlikely, for the public, the surrounding buildings and green spaces.
- e) The Contractor must provide four (4) 150/155 mm (6 in.) coloured shells and one (1) 250/255 mm (8 in.) for wind direction tests before the musical pyrotechnics show. These shells must be launched by the contractor at various times around 60 minutes before the pyrotechnics show, on demand and based on an agreement between PCH and the certified technician. If these shells are not used for testing, they will be included in the pyrotechnics show.
- f) An inspection of the launch devices must take place after they are installed by the Contractor and before the launch. The ERD, AHJ and PCH will do this inspection. The project manager must be present to answer questions and to coordinate the required changes.
- g) The Contractor must, after every inspection, be ready to change the position of the mortars at the last minute, as needed.
- h) No pyrotechnical material will be launched if the wind velocity exceeds 45 km/h. Adjustments for the wind will be governed by Table 2 of the Explosives Guideline "Bulletin no. 48 of June 2006" for winds up to 40 km/h. Even if winds are light, the cancellation of some large shells must be considered in case of risk. PCH and/or the ERD and/or the OFS, together with the contractor, can determine the shells that still comply with reasonable safety standards. The Contractor must therefore be able to block out certain parts of the musical pyrotechnics show to prevent launching if these parts exceed allowable limits. At all times, safety is the Contractor's responsibility, and they must guarantee that safety remains a priority during the musical pyrotechnics show. Products of 400 mm may be exceptions, and these exceptions must be respected.
- i) Any exception to Canadian rules and regulations established by the ERD must be negotiated and preapproved by the ERD.
- j) The Contractor must provide PCH with a work and safety plan for the pyrotechnicians who will be in the surroundings of the launch site as required. This plan will be communicated to identified stakeholders.

A 4.7 Environmental Considerations

- a) The Contractor must prioritize the choice of fireworks manufactured from recycled paper/cardboard and minimize plastic components when possible.
- b) The Contractor must make sure to retrieve the cables used for firing to recycle them.

PROJECT B – Drone show

B 3.1.1 Set-up of the musical pyrotechnics and drone show

Regarding the musical pyrotechnics and drone show, the contractor must do the following tasks and meet the requirements. The drone light show will display a synchronized swarm of drones adding to the musical pyrotechnics show by producing specific patterns for the public entertainment on the site and watching the broadcast.

- a) Plan, set up and launch the synchronized drone light show synchronized to the time code track (from the sound track).
- b) The musical pyrotechnics and drone show must take place on July 1 around 10 p.m. EDT (the exact time will be confirmed, and some delays are to be expected).
- c) The drone light show must maintain the spectators' excitement and be spectacular. It must offer drone movement synchronized with the lighting of the LED's to produce specific light patterns, colourful and eye-catching for spectators.
- d) The site to install and launch the drones must be used according to their physical limits and surroundings physical limitations such as and not limited to buildings, public gatherings, etc.

See section 4.5 Workplace, work site and delivery point for the show's launch site.

B 3.1.1 Soundtrack

Regarding the soundtrack:

- a) The soundtrack is the responsibility of the Contractor of Project A - Musical pyrotechnics show.
- b) The soundtrack developed by the pyrotechnics contract (Project A), must be shared at each step of its development with the drone Contractor to ensure there is a collaboration between both Contractors in the design of the July 1st show. (Storyboard, sound track will be a collaborative effort between both contractor and PCH. The coordination between both Contractors will be the responsibility of the Contractors)

B 3.1.2 Materials, systems and transport

The contractor must:

- a) Specify the number of certified advance pilot (s) to operate the drone light show display (no basic operation drone pilot will be allowed to operate in the show)
- b) Provide the safe transport and storage of all products before, during and after the shows.
- c) Provide all the necessary equipment for the installation of the show and cleaning of the launch sites as required.
- d) Provide to PCH a description of the controlling system used by the contractor. The description must provide and respect (without being limited to) the following information:
 - 1. The launching systems used must be a reliable computerized system;
 - 2. There must be a redundancy capacity to the system;

3. The operating system must be in capacity to receive have a “time code,” such as SMPTE, and be synchronized with the soundtrack. Other synchronized SMPTE systems can provide additional effects, such as lighting;
 4. The ability to cancel individuals, or groups of drones at the last minute and at any time during the show without compromising it;
 5. The ability to stop and restart the show;
 6. Coordinate a communication system during the show with the Musical pyrotechnic operator;
 7. Battery monitoring of the drones;
 8. The system shall be in capacity to perform a real-time check time of each unit to ensure accuracy with the soundtrack, predetermined trajectories and the cue from the main stage;
 9. Start on cue;
 10. Capacity to run a fleet check;
 11. Shall have a radio frequency communication between the drones and the control station;
 12. Shall have the capacity to pre-program design with LED light;
 13. Permit customized drone trajectories and light patterns; and
 14. Etc.
- e) All drone must be equipped with GPS functions. Bidders to indicate horizontal accuracy of the suppliers drone.
- f) Provide the contractor’s standard of safety radius applied for a drone light show;
- g) Provide the Contractors proposed geo-fencing (without being limited to):
1. Geo fencing system used and if there’s a redundancy system
 2. Observers posture
 3. Etc.
- h) Provide only registered drones with high-powered LED lights that can display considerable number of colour combinations.
- i) Drones used are equipped with a stabilization mechanism
- j) Provide a short narrative description of the Contractor’s fleet of drones redundancy (without being limited to: how many spare drones will be on site in case of an immediate need to replace defective unit, unit not responding, etc.)
- k) Provide all the necessary materials, launching devices and all the protective equipment needed.
- l) Provide all the necessary tools and equipment to install, operate and dismantle the equipment
- m) Provide the transport required for the contractor’s employees and materials.
- n) Provide information on the optimal flight-time capacity of the proposed fleet of drones in consideration with the proposed approximate 12-minute fireworks and drone display.
- o) Provide a brief and preliminary description of the flight information such as and not limited to:
- a. The height (lower and higher) for which the drones will be operated;
 - b. The approximate size possibilities, on average, using 200 drones.

A 3.1.3 Meetings

The contractor must plan for two (2) to four (4) meetings with PCH and the principal stakeholders between 30 and 45 days before the event to review the site map, safety plan, installation schedule, etc. These meetings are not for reviewing the soundtrack and the show design to be coordinated between both Contractors.

Meetings will take place in the National Capital region (Ottawa, ON and/or Gatineau, QC).

A 3.1.4 Insurance and licences

- a) The contractor must obtain the insurance policies, all licenses, permits and authorizations, the necessary NOTAM notices (Notice to Airmen) for air traffic (NAVCAN) as well as the required authorizations for setting up, launching/operating the show and dismantling, and give copies of these to PCH, before the beginning of the shows. The contractor must indicate on the requests, the coordination with the Musical pyrotechnics Contractor as one unique show. Musical pyrotechnics contractor to obtain his own.
- b) The contractor must advise air traffic control for the Rockcliffe, Gatineau, Carp and Ottawa airports..
- c) The contractor must possess valid advance operation certifications to operate the show. and must submit copies of these documents with the proposal. It's the responsibility to ensure before submitting a bid, its capacity to work and obtain without being limited to all required permits, licences to operate such display in Canada. Comply and obtain all necessary permits as required and all applicable legislation including and not limited to the Canadian Aviation Regulations, Privacy guidelines, etc.,

A 3.1.5 Project manager and operator

- a) The contractor must assign a project manager who must:
 - 1. Attend meetings with the principal stakeholders;
 - 2. Be the main contact person with PCH;
 - 3. Coordinate all operations for the installation, launching, dismantling and cleaning of all aspects of show;
 - 4. Ensure effective liaison with PCH representatives and the AHJ as well as other designated entities such as, among others, musical pyrotechnics Contractor, the ERD, the National Capital Commission, the City of Ottawa, Transport Canada and PSPC.
- c) The Contractor must assign an operator who must:
 - 1. Be responsible for technical aspects of the drone show.
 - 2. Supervise all installation, performance, dismantling and cleaning operations and restore the site to its original state.
 - 3. Attend the site security meeting the day of the show. The exact time of this meeting will be determined at a later date. PCH will let the contractor know the time of the meeting and the people who must be present.
 - 4. Before the start and at the end of the installation, conduct a site inspection with the site coordinator from PCH. After the show, he or she must conduct an inspection and perform the cleaning of wastes from the operation. A final inspection will be done in daylight the next day as agreed with the stakeholders.

A 3.1.6 Health and Safety

The Contractor must:

- a) Comply with all applicable current health and safety regulations and accept the responsibilities related to the production of this type of show.

Provide all the required official competency cards for each person who is working at the show for specific tasks.

A 4.2 PCH's responsibilities

PCH is responsible for:

- a) Collaborating with the contractor and the Musical pyrotechnics Contractor during the preparation of the soundtrack as described..
- b) Reach an agreement with various authorities for the closing of streets and surrounding bridges as required.
- c) Delivering and returning the equipment listed below to the launch site, should it be required:
 - I.
 - II. Providing and installing all required barricades to physically define the perimeter for the launch of the show.
 - III. Providing six (6) two-way radios so the Contractor can communicate with PCH, the Musical pyrotechnics Contractor and establish the perimeter.
 - IV. Providing two (2) spotlights for the site during the night.
 - V. Providing one (1) portable toilet in the vicinity of the site for the contractor's use (could be used by both Contractors if they are in close proximity to each other).
 - VI. Providing one (1) tent (size to be agreed and location. Under 400 sq/ft) and folding tables for the operator on the site if requested.
- d) Providing the contractor with a few parking spaces for vehicles with tools or materials and the necessary passes to access restricted areas.
- e) Advising, through the Transport Committee, Ottawa Police Services, RCMP, City of Gatineau Police Services, Emergency Medical Services and all other emergency services of the launch of the drone show.
- f) Providing launch the site security personnel required for public safety during installation and dismantling. This service will be provided by private security companies.

A 4.4 Broadcast

The show may be filmed and then broadcasted, in whole or in part, by PCH or a third party, on various platforms.

A 4.5 Workplace, work site and delivery point for the launch site for the show

- a) The contractor will have access to the site to begin assembly based on the date and time agreed and confirmed by PCH during the plan review.
- b) For the purpose of this RFP, the Bidder is to propose a location for the launch. The final location will need to be reviewed and approved by PCH. The Bidder, may at its own choice submit in writing the proposed location for a first validation. Location may change after the award of contract if approved by PCH. This is to ensure there will be no conflict with the launch site and the Canada Day operational requirements.

A 4.6 Safety Requirements

- a) All the drones and operational requirements must be in accordance with the rules and regulations of the Government of Canada for this type of equipment.
- b) All equipment and the operation must comply with and not limited to: Transport Canada, industry Canada, Industry Canada, etc. rules and regulations and respect all other laws when flying the drones..
- c) The contractor must immediately advise the PCH site coordinator as soon as a situation arises that could present a danger, even if unlikely, for the public, the surrounding buildings and green spaces.

- d) No drones will be flying if the wind velocity does not permit. Contractor to indicate in the proposal the weather restrictions applicable for the proponent fleet to be used. The information should include and not limited to: wind speed, rain, lightning, etc.
- e) Any exception to Canadian rules and regulations established by the Gouvernement of Canada must be negotiated and preapproved by the proper authorities and inform PCH during each phase of these negotiations.
- f) The contractor must provide PCH with work and safety plan, at the time to submit proposals. The winning contractor will need to update said plan and include additional documents such as and not limited to the flight plan, reference number received from the flight authorization request. It's important to consider that the area where the fireworks and drone will be fired could be considered controlled airspace.
- g) The contractor will need to provide to PCH and its safety partners various information to be reviewed by the authorities and to be approved. PCH will coordinate with the contractor and the authorities such as the RCMP. Information requested is such as and not limited to : radio frequency, list of all frequencies used, drone identification, flight plan, etc.

5. PROJECT SCHEDULE

5.1 Work schedule, deliverables and milestones

Project A

For operational reasons, in case of adverse weather conditions, the Contractor must plan for the installation and dismantling of fireworks:

- a) 1 to 2 days for site preparation and installation (on the shoulder);
- b) 1 to 2 days for the loading of shells in accordance with the synopsis of the AHJ of the OFS (for example, June 30: possibility of loading the 75 mm and 100 mm shells) or as indicated in the synopsis of the Prevention Service of the Fire Prevention Division;
- c) Finish the installation on July 1;
- d) 1 to 2 days for dismantling on the shoulder;
- e) An area for preparing products on flatbed trucks must be proposed and confirmed in the planning period.

Project B

The Contractor must consider the operational requirements and plan for the installation and dismantling:

The entire system shall have a set-up time to be completed in approximately five (5) to eight (8) hours depending on the launch pad used, and dismantling to be completed after the show in approximately two (2) to four (4) hours (depending on the launch pad, PCH will consider revising these times and consider the operational requirements of the location)

NOTE: PCH reserves the right to amend the schedule after Contract award. PCH reserves the right to amend the schedule based on need and will communicate the changes to the Contractor in a timely manner.

The Contractor must complete (in cooperation with PCH) the following tasks on time as described in this statement of work:

Applicable to project A - B	ACTIVITIES / TASKS / DELIVERABLES	SCHEDULE*
Creative concept for the show and arrangement of the soundtrack		
A - B	Create and provide a creative concept for the show and the arrangement of the soundtrack in electronic format to the project manager.	April 30, 2021
A - B	Create and provide <i>revision 1</i> of the creative concept provided to PCH in task 1.	10 calendar days after PCH's request
A - B	<i>Revision 1</i> of the list of shells to be incorporated in the musical pyrotechnics show and drone formations/figures, as needed, based on the revised concept and in accordance with Annex B, Basis of Payment.	20 business days after PCH reviews the creative concept
A - B	Create and provide <i>revision 2</i> of the creative concept provided to PCH in tasks 1 and 2.	10 calendar days after PCH's request
A - B	<i>Revision 2</i> of the list of shells to be incorporated in the musical pyrotechnics show and drone formations/figures, as needed, based on the revised concept and in accordance with Annex B, Basis of Payment.	10 calendar days after PCH reviews the creative concept
A - B	Create and provide <i>revision 3</i> of the creative concept provided to PCH in tasks 1, 2 and 4.	10 calendar days after PCH's request
A - B	<i>Revision 3</i> of the list of shells to be incorporated in the musical pyrotechnics show and drone formations/figures, as needed, based on the revised concept and in accordance with Annex B, Basis of Payment.	20 calendar days after PCH reviews the creative concept
A	Submit to PCH the final soundtrack for approval (approval can take up to 14 business days).	May 2021
B	Site survey in preparation of all site and flight plans	May 2021
Installation of the musical pyrotechnics show and drone light show		
A	Inspection of the mortar installations.	Ongoing
A	Arrival of pyrotechnics materials on the site.	In accordance with the synopsis of the permit application of the AHJ of the OFS
A	Final inspection of the launch site.	June 30 and July 1
B	Installation of tent on site and PCH equipment delivery	June 30
B	Arrival of crew and equipment on site and start deployment	July 1st
Day of the musical pyrotechnics and drone show		
A - B	Time when the contractor must be ready to kick off the musical pyrotechnics show.	At 9 p.m. on July 1 – exact time to be confirmed before the show
A - B	Additional street closures and pedestrians restrictions and area to be closed as required.	Time to be determined (early evening) on July 1
A - B	Wind Direction Testing.	From 9 p.m. and 10 p.m. on July 1
B	Obtain permission and clearance for takeoff	July 1 (ongoing)
A - B	Launching of the show.	Around 10 p.m. on July 1
B	Radio confirmation to PCH that all drones have returned safely to the base and no drones are still flying	July 1 immediately at the end of the show.
A - B	Cleaning of the site and residue.	July 1, immediately after the show and July 2 and 3
A - B	Final inspection of the site.	To be determined.

***All schedules are approximate and subject to change. However, the Contractor (with PCH's help) must make every effort to meet them.**

ANNEX “B”

BASIS OF PAYMENT

1. All prices must be FOB destination, in Canadian dollars, excise taxes and customs duties included, plus all applicable taxes.
2. If the cost of an element is not indicated, it will be given a cost of zero dollars. The bidder will have the opportunity to accept this zero amount. If the bidder refuses, the proposal will be considered non-responsive and will be rejected.
3. Bidders must propose prices based on the model outlined in Annex B. Failure to indicate prices according to this model will render the proposal non-responsive.

PROJECT A

TOTAL ALL-INCLUSIVE PRICE FOR THE MUSICAL PYROTECHNICS SHOW FOR CANADA DAY, JULY 1, 2021

All-inclusive firm prices must include all costs related to insurance, authorizations, permits, transport, materials and required activities to design, organize, plan, manage, produce, install, launch, dismantle and clean up after all aspects of the musical pyrotechnics show described in Annex A: Statement of Work.

Description	Total price (in accordance with the detailed cost breakdown)
B.1.1 – Overhead costs for Canada Day, July 1, 2021 The all-inclusive firm price* includes all costs related to transport, insurance, authorizations, permits, materials and required activities to organize, plan, manage, produce, install, launch, dismantle and clean up after the musical pyrotechnics show described in Annex A: Statement of Work.	\$
B.1.2 – Materials for Canada Day, July 1, 2021, for pyrotechnics launch sites The all-inclusive firm price includes all fireworks that will be used during the show, as described in Annex A, Statement of Work. Customs duties and excise taxes are included, if applicable.	\$
B.1.3 – Initial creative concept All-inclusive firm price to design the musical pyrotechnics show as described in Annex A, Statement of Work.* The all-inclusive fixed price B.1.3 must not exceed 10% of the total fixed price of B.1. *The firm price does not include prices for revisions to the creative concept.	\$

<p>B.1.4 – Revisions to the creative concept (Maximum of three [3] revisions to the creative concept) if this is required by the PCH Project Authority.</p> <p>The all-inclusive firm price per revision includes all activities and materials to revise the overall creative concept (a maximum of [3] full revisions of the concept for the musical pyrotechnics show as needed) as described in Annex A, Statement of Work.</p> <p>If the three (3) full revisions are not required, the cost per revision indicated in the detailed cost breakdown of B.1.4 will be deducted from the total price.</p>	<p>\$</p> <p>(cost per revision) x 3 revisions = total cost</p>
<p>B.1.5 – Final soundtrack</p> <p>The all-inclusive firm price for recording of the final soundtrack produced in a studio with a professional sound quality as described in Annex A, Statement of Work, recording of the time code and all rights and permissions</p>	<p>\$</p>
<p>B.1 – ESTIMATED TOTAL COST OF THE MUSICAL PYROTECHNICS SHOW FOR CANADA DAY 2021 (plus applicable taxes)</p> <p>The all-inclusive expenditures under this Contract must not exceed \$105,000, plus applicable taxes</p>	<p>\$</p>

PROJECT B

B.1 B – TOTAL ALL-INCLUSIVE PRICE FOR THE DRONE LIGHT SHOW FOR CANADA DAY, JULY 1, 2021

All-inclusive firm prices must include all costs related to insurance, authorizations, permits, transport, materials and required activities to design, organize, plan, manage, produce, install, launch, dismantle and clean up after all aspects of the drone light show described in Annex A: Statement of Work.

Description	Total price (in accordance with the detailed cost breakdown)
<p>B.1.1 – Overhead costs for Canada Day, July 1, 2021</p> <p>The all-inclusive firm price* includes all costs related to transport, insurance, authorizations, permits, materials and required activities to organize, plan, manage, produce, install, launch, dismantle and clean up after the drone light show described in Annex A: Statement of Work.</p>	<p>\$</p>
<p>B.1.2 – Materials for Canada Day, July 1, 2021, for drone light show launch site</p> <p>The all-inclusive firm price includes all material that will be used during the show, as described in Annex A, Statement of Work. Customs duties and excise taxes are included, if applicable.</p>	<p>\$</p>

<p>B.1.3 – Initial creative concept</p> <p>All-inclusive firm price to design the drone light show as described in Annex A, Statement of Work.* The all-inclusive fixed price B.1.3 must not exceed 10% of the total fixed price of B.1.</p> <p>*The firm price does not include prices for revisions to the creative concept.</p>	<p>\$</p>
<p>B.1.4 – Revisions to the creative concept (Maximum of three [3] revisions to the creative concept) if this is required by the PCH Project Authority.</p> <p>The all-inclusive firm price per revision includes all activities and materials to revise the overall creative concept (a maximum of [3] full revisions of the concept as needed) as described in Annex A, Statement of Work.</p> <p>If the three (3) full revisions are not required, the cost per revision indicated in the detailed cost breakdown of B.1.4 will be deducted from the total price.</p>	<p>\$</p> <p>(cost per revision) x 3 revisions = total cost</p>
<p>B.1 – ESTIMATED TOTAL COST OF THE DRONE LIGHT SHOW FOR CANADA DAY 2021 (plus applicable taxes)</p> <p>The all-inclusive expenditures under this Contract must not exceed \$ 65,000, plus applicable taxes</p>	<p>\$</p>

Table 1
PROJECT A
Detailed cost breakdown B.1.1 – Overhead costs for Canada Day, July 1, 2021:

The bidder must provide a detailed breakdown of the all-inclusive fixed price by indicating the hourly rates, unit prices and all other costs* in accordance with the table below.

The all-inclusive fixed price* includes all costs for insurance, authorizations, permits, transport, materials and activities for the design, organization, planning, management, production, installation, launch, dismantling and cleaning of all aspects of the musical pyrotechnics and drones show as described in Annex A, Statement of Work.

The bidder must also indicate the level of effort or quantity corresponding to each activity and each task.

*The all-inclusive cost breakdown B.1.1 does not include:

- the cost of the products that will be used during the pyrotechnics show;
- the cost of the initial creative concept;
- the cost of the revision of the creative concept;
- the cost of the soundtrack.

Activity, task, item	Resources, details, other costs	Hourly rate	Time needed to do the task (hours)	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total B.1.1:				\$

Table 2: Detailed breakdown B.1.2 – Materials for Canada Day, July 1, 2021.

The bidder must provide a detailed breakdown of costs in accordance with the table below.

If the contractor fulfills all its obligations under the contract, he or she will be compensated for the fireworks in accordance with the following scale, based on the cost B.2.2 Materials for **Canada Day 2021**, from Annex B, Basis of Payment. Performance of the show is calculated based on the percentage of shells and products successfully fired compared to the total number of shells and products that should have been fired as stipulated in the final approved creative concept. The contractor must provide a list of all the products that were not successfully fired before invoicing PCH.

- Overall performance of the show of at least 80%, but less than 90%: the contractor will receive compensation equivalent to 80% of the total value of B.1.2 – Materials for **Canada Day 2021**.
- Overall performance of the show of at least 75%, but less than 80%: the contractor will receive compensation equivalent to 70% of the total value of B.1.2 – Materials for **Canada Day 2021**.
- Overall performance of the show of at least 75% (more than 25% of unused, unfired or dud shells and products): the contractor will receive no compensation relative to the value of B.1.2 – Materials for **Canada Day 2021**.

CANADA DAY 2021

Number of products (shells, Roman candles, cakes, etc.)	Calibre of shells and products	Category	Product names	Description of shells and products	Height	Price per shell	Price (total quantity)
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
Total B.1.2:						\$	\$

*Cakes are considered as (1) one product.

Table 1
PROJECT B
Detailed cost breakdown B.1.1 – Overhead costs for Canada Day, July 1, 2021:

The bidder must provide a detailed breakdown of the all-inclusive fixed price by indicating the hourly rates, unit prices and all other costs* in accordance with the table below.

The all-inclusive fixed price* includes all costs for insurance, authorizations, permits, transport, materials and activities for the design, organization, planning, management, production, installation, launch, dismantling and cleaning of all aspects of the drones light show as described in Annex A, Statement of Work.

The bidder must also indicate the level of effort or quantity corresponding to each activity and each task.

*The all-inclusive cost breakdown B.1.1 does not include:

- the cost of the initial creative concept;
- the cost of the revision of the creative concept;
- the cost of the soundtrack.

Activity, task, item	Resources, details, other costs	Hourly rate	Time needed to do the task (hours)	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total B.1.1:				\$

Table 2: Detailed breakdown B.1.2 – Materials for Canada Day, July 1, 2021.

The bidder must provide a detailed breakdown of costs in accordance with the table below.

If the contractor fulfills all its obligations under the contract, he or she will be compensated in accordance with the following scale, based on the cost B.2.2 Materials for **Canada Day 2021**, from Annex B, Basis of Payment. Performance of the show is calculated based on the percentage of operational drones and total number of images/patterns successfully compared to the final approved plane. The contractor must provide the information in regards to the number of drones that were not in capacity to complete the show.

- Overall performance of the show of at least 80%, but less than 90%: the contractor will receive compensation equivalent to 80% of the total value of B.1.2 – Materials for **Canada Day 2021**.
- Overall performance of the show of at least 75%, but less than 80%: the contractor will receive compensation equivalent to 70% of the total value of B.1.2 – Materials for **Canada Day 2021**.
- Overall performance of the show of at least 75% (more than 25% drone not operational or images/patters not completed): the contractor will receive no compensation relative to the value of B.1.2 – Materials for **Canada Day 2021**.

CANADA DAY 2021

Description	Price (total quantity)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total B.1.1:	\$

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

(to be filled in by Bidder)	
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) (see the <i>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".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>
Integrity Provisions (as per Part 5 of the bid solicitation)	<p>Declaration of Convicted Offences</p> <p>Integrity Declaration Form (to be completed only when you meet all three of the following conditions):</p> <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>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; and4. 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: _____ Date: _____</p>	

Appendix A

PROJECT A

LIST OF MATERIALS (for MT3)

CANADA DAY, JULY 1, 2021 - FIREWORKS

Number of products (shells, Roman candles, cakes, etc.)	Category	Product names	Description of shells and products	Country of origin

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

Appendix B

PROJECT A

Soundtrack

Table to be completed during the design of the soundtrack.

Track number / No. pièce	Time of the show/ Temps du spectacle	Duration / Durée	Duration / Durée	Duration / Durée	Title / Titre	Artist / Artiste
		Instrumental	English / anglais	French / français		
1	0:00					
2						
3						
4						
5						
6						
7						
8						