

**CANADIAN HERITAGE**  
**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10222350

TITLE OF PROJECT: Canada Day Fireworks

REQUEST DATE: January 19, 2023

CLOSING DATE AND TIME: March 15, 2023, at 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Nicole Sabourin  
Procurement and Contract Specialist  
Contracting and Materiel Management Directorate  
Canadian Heritage  
E-mail: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.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 on date of contract award until August 31, 2023, with the possibility of extending by up to one (1) additional one-year option period as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your bid by 2 p.m. EST: March 15, 2023, by using the following accepted submission method:

**IMPORTANT: Submission via e-mail**

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 25 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)**  
[contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)  
**RFP : 10222350**  
**Attention : Nicole Sabourin**

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 "E".

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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 Security Requirements Checklist, the Insurance Requirements and any other annexes.

### **1.2 Summary**

The Department of Canadian Heritage requires the services for the planning, designing, organizing and producing of a pyrotechnics show on July 1st, for the Canada Day celebration in the National Capital Region. The period of the contract is for one year with the option of extending the contract for a one-year option period.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

PCH will only accept proposals by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Proposals transmitted by facsimile or mail to PCH will not be accepted.

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 \_\_\_\_\_ (*To be provided at Contract award*).

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 Proposal Preparation Instructions**

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

PCH will exceptionally only accept proposals by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). 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 25 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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

#### **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".

#### **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 the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Bidders are encouraged to address the Technical Criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

##### 4.1.1.1 Mandatory Technical Criteria

All bids will be evaluated to determine if the Mandatory Technical Criteria have been met. Bid that do not meet ALL Mandatory Technical Criteria will be declared non-responsive and their Proposal will be given no further consideration.

Bids will be evaluated in accordance with all the Mandatory Technical Criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by PCH, in order to demonstrate that each technical Mandatory Technical Criterion has been met. To assist with the evaluation process, Bidders are asked to complete the table below, indicating where in its proposal the information responding to each criterion can be located. Bids that fail to meet all Mandatory Technical Criteria will be declared non-responsive, and the bid will receive no further consideration.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written Proposal.

MANDATORY TECHNICAL CRITERIA		Met	Not Met
<b>MTC1</b>	<p><b>Experience</b></p> <p>The Bidder must demonstrate that it was contractually bound to one or more clients for the provision of three (3) pyrotechnics show that were planned, prepared and launched by the Bidder's firm.</p> <p>Each of the three (3) pyrotechnics show must have had a minimum budget of \$70,000.00 and must have taken place on or after August 1, 2016.</p> <p>For each of the three (3) pyrotechnics show, 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"> <li>1. The client information;</li> <li>2. The budget of the pyrotechnics show;</li> <li>3. The date of the pyrotechnics show;</li> <li>4. A brief description of the planning, implementation, display/show and management services provided by the Bidder for the project;</li> <li>5. A description of the security and safety measures put in place by the Bidder for the pyrotechnics show.</li> </ol> <p><i>PCH reserves the right to contact the client(s) to confirm that the information provided in the Bidders proposal is accurate.</i></p>		
<p><b>MTC2</b></p>	<p>The Bidder must identify the proposed Project Leader for the pyrotechnics show.</p> <p>The proposed Project Leader must have:</p> <ol style="list-style-type: none"> <li>1. A valid Display supervisor certificate issued by the Explosives Regulatory Division (ERD) for Fireworks Supervisor (and includes the endorsement for Rooftop, Bridge and Flatbed Firing Sites) and the certificate expiry date (month and year). The Bidder must provide a copy of the proposed project leader's valid certificate at the time of bid submission.</li> <li>2. Experience in fulfilling the role of Project Leader for at least three (3) pyrotechnics shows on or after August 1, 2016. Each of the three (3) pyrotechnics shows must have had a budget of \$70,000.00 or greater. To demonstrate this experience, the Bidder must provide the following for each of the three (3) pyrotechnics shows: <ul style="list-style-type: none"> <li>• The client information; and</li> <li>• A description of the responsibilities of the Project Leader that must include: <ul style="list-style-type: none"> <li>➤ Attending meetings with the principal stakeholders;</li> <li>➤ Coordinating the entire installation, the launch, the dismantling and the clean-up of all aspects of the fireworks display;</li> <li>➤ Obtaining the necessary permits;</li> <li>➤ Ensuring effective liaison with representatives the client and other designated entities.</li> <li>➤ The date of the pyrotechnics show (month and year);</li> <li>➤ The budget of the pyrotechnics show.</li> </ul> </li> </ul> </li> </ol>		

#### 4.1.1.2 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is \$100,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

MANDATORY FINANCIAL CRITERIA		Met	Not Met
<b>MFC1</b>	<b>Financial Proposal – Breakdown</b> The Bidder must provide the breakdown of the general costs and event materials by completing all tables found in Annex B - Basis of Payment.  The total all-inclusive pyrotechnics show price must not exceed \$100,000 (applicable taxes extra) for the initial period of the contract and applies to the option period.		

#### 4.1.1.3 Point Rated Technical Criteria

All bids meeting the Mandatory Technical Criteria will be evaluated and scored against the Point Rated Technical Criteria to determine a technical score.

Proposals that have met all the Mandatory Technical Criteria will be evaluated on the basis of the Point Rated Technical Criteria identified below. Point-rated Criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

In order to receive further consideration, a Bidder's proposal must achieve a minimum final score of 72.50 points.

RATED TECHNICAL CRITERIA	Minimum Required Points	Maximum Points
<b>RTC1: PYROTECHNICS DISPLAY CONCEPT</b>  The Bidder should provide a summary concept of the pyrotechnics display.  At a minimum, the Bidder's summary concept should describe how the Bidder proposes to implement the pyrotechnics display show in accordance with the requirements found in Annex A – Statement of Work.	50	100

**Evaluation Criteria Guideline for RTC1:**
**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, organized, 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".

RTC2	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

**Evaluation Criteria Guideline for RTC2:**
**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, organized, 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**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory and financial criteria; and
  - 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 equal 130 and the lowest evaluated price is \$35,000 (35).

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

### 4.3 Internal Approvals

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 Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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](http://www.esdc.gc.ca/employment-social-development) website.

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.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

During the term of the contract, including the option year, should the Contractor's personnel require access to sensitive work sites such as Parliament Hill, PCH will inform the Contractor and its personnel and PCH will grant or approve their SITE ACCESS CLEARANCE.

### **6.2 Insurance Requirements**

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

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

1. The Contractor's personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS CLEARANCE**, granted or approved by PCH.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The term of the Contract is from date of award to August 31, 2023.

#### 7.4.2 Option to Extend the Contract

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

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

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nicole Sabourin  
Procurement and Contracts Specialist  
Contracting and Materiel Management Directorate  
Canadian Heritage (PCH)  
15 Eddy Street, 9<sup>th</sup> Floor (15-9-G)  
Gatineau, QC K1A 0M5  
Email: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

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

### 7.5.2 Project Authority

*(To be provided at Contract award)*

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

### 7.5.3 Technical Authority

*(To be provided at Contract award)*

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

### 7.5.4 Contractor's Representative

*(To be provided at Contract award)*

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*To be provided at Contract award*). Customs duties are included, and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are \_\_\_\_\_ (*To be provided at Contract award*) and Applicable Taxes are extra.
2. 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.

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

### 7.7.3 Method of Payment - 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; and
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### Schedule of Milestones

Milestones	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 of each year of the contract
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 of each year of the contract

### 7.7.4 Electronic Payment of Invoices – Contract

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

- Direct Deposit (Domestic and International)

### 7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

The original must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract and the generic email: [dgrsemcap-rmdsmecpa@pch.gc.ca](mailto:dgrsemcap-rmdsmecpa@pch.gc.ca) for certification and payment.

### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*To be provided at Contract award*).

## 7.11 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](#) (2022-12-01), General Conditions - Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Security Requirements Check List; and
- (g) the Contractor's bid dated \_\_\_\_\_. (*To be provided at Contract award*)

## 7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.13 Cancellation of Display

Should the pyrotechnics display be cancelled on July 1<sup>st</sup>, 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)**

## 7.14 Cancellation of Portion of the Display

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)**

## 7.15 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 (4<sup>th</sup> Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

## 7.16 Green Procurement

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

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

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

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

## 7.17 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 7.18 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX “A”

### STATEMENT OF WORK

#### 1. TITLE

Fireworks, pyrotechnics show for Canada Day

#### 2. SCOPE

Canadian Heritage (PCH) requires the services of a Contractor to plan, design, set up and launch one (1) show on Canada Day which takes place on July 1, 2023.

#### 2.2 Background

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 (NCR). The main stage for Canada Day 2023 celebrations is going to be located at LeBreton Flats Park. The location/site for Canada Day 2024 celebrations is unknown at this time and will be confirmed if and when the option year is exercised.

**NOTE:** There will be no stage on Parliament Hill. PCH will propose revised and varied programming for visitors who come to Parliament Hill throughout the day and in the evening as well as surrounding streets and sites.

#### 2.3 Terminology

Terms	Definition
<b>ERD</b>	Refers to the Explosives Regulatory Division of the Ministry of Natural Resources Canada (NRCan) or its authorized representative.
<b>Display Fireworks Manual 2010</b>	Refers to the second edition, published in 2010 by the Explosives Regulatory Division of the Ministry of Natural Resources Canada. <ul style="list-style-type: none"> <li>• 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).</li> </ul>
<b>Principal stakeholders</b>	Includes the Government of Canada, the municipalities, and the private sector.
<b>Chief Inspector of Explosives (CIE) or “Inspector”</b>	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.
<b>Authorized explosives, fireworks</b>	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.
<b>Pyrotechnician certification card</b>	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"> <li>• Pyrotechnician;</li> <li>• Pyrotechnician with endorsements.</li> </ul> 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.
<b>Authority Having Jurisdiction (AHJ)</b>	Refers to the agency responsible in all areas for approval of pyrotechnics shows
<b>Synopsis</b>	Refers to the scenarios and detailed requirements provided by the AHJ.
<b>PSPC</b>	Public Services and Procurement Canada



### 3. REQUIREMENTS

#### 3.1 Tasks, activities, final deliverables, and milestones

##### 3.1.1 Set-up of the pyrotechnics show

Regarding the pyrotechnics show, the pyrotechnics Contractor must perform the following tasks and meet the specified requirements:

- a) Plan, set up and launch the synchronized pyrotechnics show with a time code track.
- b) The pyrotechnics 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 pyrotechnics show must have a minimum duration of 10 minutes and be composed of shells and pyrotechnics.
- d) The pyrotechnics 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 pyrotechnics show must be spectacular, colourful, and eye-catching for spectators for a memorable experience.
- e) Throughout the pyrotechnics 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 7.2.2/F2 and 7.2.5/F3. A very low quantity of 7.2.1/F1, could be accepted in the display.

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

##### 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 show.
- c) Provide all the necessary equipment for the installation of the show, cleaning of the launch sites and all fallout areas, as well as for searching for and removing unexploded fireworks. The final cleaning of the sites and other buildings and other sectors must be completed on July 2, 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 an internal "time code,"
  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.
- 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.
- g) Provide one (1) 12 m (53 ft.) enclosed trailer for storage of fireworks.
- h) Provide all support systems and equipment (i.e. boxes, mortars).
- 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 personnel in possession of a valid Fireworks Operator certification card to set up, operate and dismantle all of the pyrotechnic equipment and the necessary protective equipment. PCH will verify the identity of the Contractor's personnel, and those who do not possess the required credentials will not be authorized on the site. The Contractor will be required to be replaced their personnel immediately.

- m) If required, install and remove plywood panels measuring approximately 1.2 m x 2.4 m (4 ft. x 8 ft.) (to be provided to the Contractor by PCH), 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.
- n) In addition to the sand required in bullet i) above, the Contractor shall provide the sand required to fill the drums.
- o) PCH will only provide 200 sandbags in total for all tasks to be completed by the Contractor. The Contractor is responsible for providing any additional sandbags required in excess of the 200 sandbags provided by PCH. The site used is sensitive and any sand spills must be picked up by the Contractor. A transition zone with ground protection shall be planned.
- p) Provide the tractor-trailers for the transportation and storage of mortars, if required.
- q) Appropriately and adequately pick up and dispose of all waste products from the fireworks on the site and fall out zone (and limited to these areas), as well as sand from the ground. Rakes can be used on the lawn, if needed.
- r) Respond to AHJ site specific requirements.

### 3.1.3 Meetings

The Contractor must plan for two (2) to four (4) meetings with PCH and the principal stakeholders before the event to review the site map, safety plan, installation schedule and any other pre-event requirements.

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

### 3.1.4 Insurance and licenses

- 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 and dismantling the show and give copies of these to PCH, before the beginning of the show.
- b) The Contractor must advise air traffic control of the Rockcliffe, Gatineau, Carp and Ottawa airports of the launching of the pyrotechnics.
- c) The Contractor must possess valid ERD certifications to supervise the show, import materials, transport materials, and must submit copies of these documents with the proposal.

### 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 pyrotechnics.
  - 4. Ensure effective liaison with PCH representatives and the AHJ as well as other designated entities such as, the ERD, the National Capital Commission, the City of Ottawa, Transport Canada and PSPC.
- b) The Contractor must assign an operator for the pyrotechnics show who must:
  - 1. Be responsible for technical aspects of the 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 2.
  - 3. Attend the site security meeting the day of the pyrotechnics. The exact time of this meeting will be determined later. 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.

### 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 fall prevention measures for working at heights.

## 4. OBLIGATIONS

### 4.1 Approval and revision of the creative concept

- a) The Contractor must provide a detailed description and a list of all activities and materials in order to allow PCH to review the entire creative concept for the show. The Contractor should indicate the “mood” of each tableau for the background music that will be played on the official sites, since the infrastructure is not easily accessible to support a pyro musical display.
- b) The number of shells or products can potentially require an increase in accordance with the products/shells listed in Annex B, Basis of Payment. Increases will not be significant and PCH will not reduce the total quantity of shells/products as a result of a change to the show’s creative concept.
- c) The Contractor must perform all activities and provide all materials included in the show.
- d) A final installation plan, approved by the authorities and by PCH, and the emergency measures are required at least 30 days before the beginning of the set-up.

### 4.2 PCH’s responsibilities

PCH is responsible for:

- a) Reaching an agreement with various authorities for the closing of streets and surrounding bridges as required.
- b) Delivering and returning the equipment listed below to the fireworks’ launch site:
  - I. Two hundred (200) bags of sand (approximately 12 kg (25lb) each) for the Contractor’s use.
  - II. Up to one hundred (100) plywood panels of approximately 1.2 m x 2.4 m (4 ft. x 8 ft.) to be used by the Contractor to protect the lawn, as needed. The plywood provided must be installed and removed by the Contractor.
  - III. All barricades required to physically define the perimeter for the launch of the show.
  - IV. Ten (10) two-way radios for the Contractor to communicate with PCH and establish the perimeter.
  - V. Up to one hundred (100) plastic drums of approximately 200 liters (45 gallons) each.
  - VI. One (1) dumpster of 20 or 30 yards for non-pyrotechnic waste materials.
  - VII. Two (2) spotlights on generator for the fireworks’ launch site during the night.
  - VIII. One (1) portable toilet in the vicinity of the fireworks’ launch site for the Contractor’s use.
  - IX. One (1) launch shelter for the pyrotechnician on site, if requested (structure to be confirmed).
- c) Providing the Contractor with a few parking spaces (exact number to be confirmed at a later date) for vehicles with tools or materials required for the successful delivery of the show and the necessary passes to access restricted areas. Access to the fireworks’ launch site will be limited to essential vehicle access.
- d) 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 pyrotechnics show.
- e) 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 any emergency before, during and after the 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.

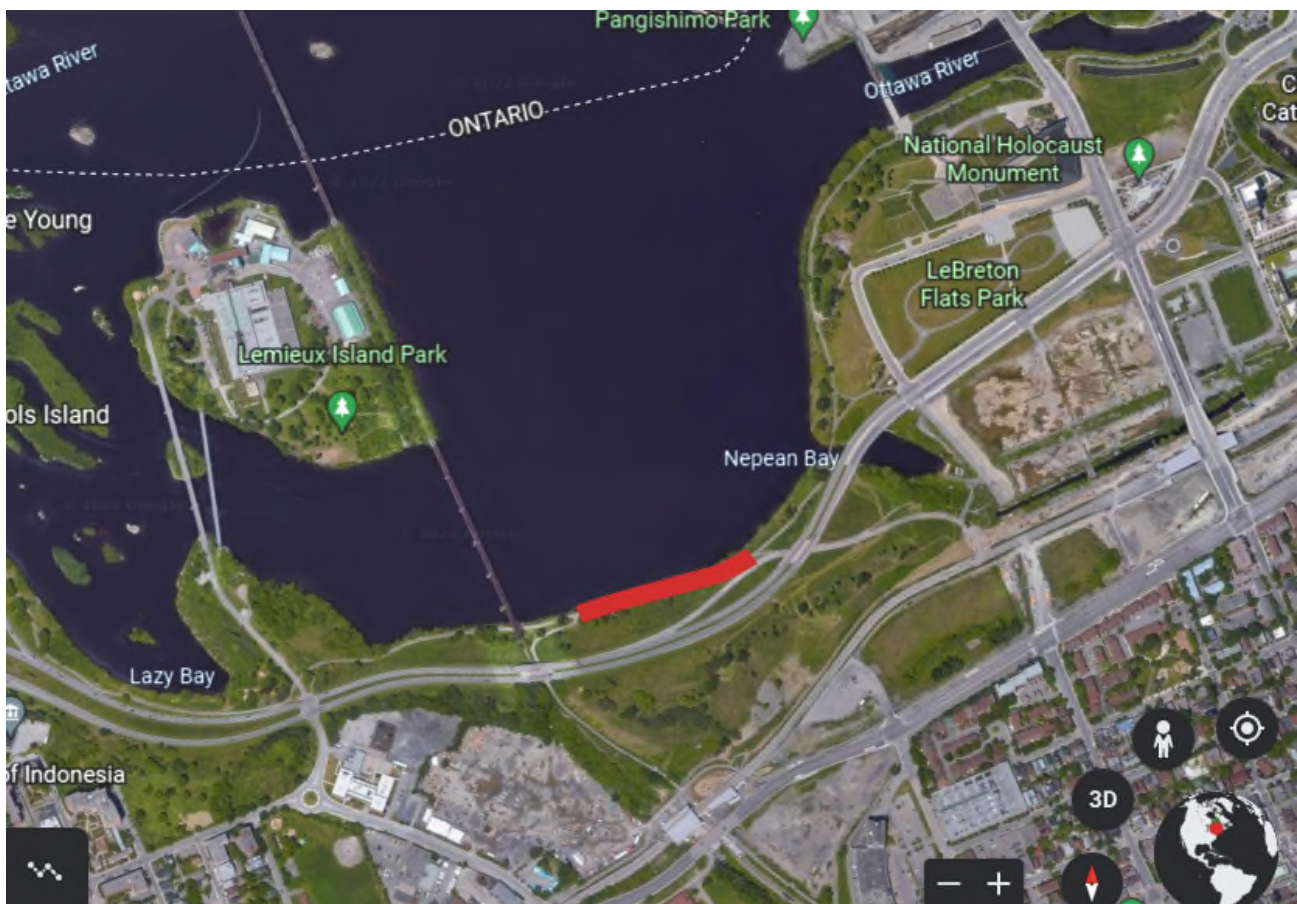
- f) Providing the site security personnel required for public safety during installation and dismantling operations for the event. This service will be provided by private security companies.
- g) Plan for DJs on each official site for ambiance music to be played during the display.

#### 4.3 Broadcast

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

#### 4.4 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 this RFP, the pyrotechnics show is to be launched from the paths per the image below (section with red line).
- c) Access considerations shall be discussed and confirmed with the Contractor at a later time, should the parkway still be under construction.



#### 4.5 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 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.) colored shells and one (1) 250/255 mm (8 in.) shell for wind direction tests before the 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 perform this inspection. The project manager must be present to answer questions and to coordinate any 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 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 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) If required, the Contractor must provide PCH with a work and safety plan for the pyrotechnicians who will be in the surroundings of the launch site. This plan will be communicated to identified stakeholders.

#### **4.6 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 retrieve the cables used for firing and recycle them.

### **5. PROJECT SCHEDULE**

#### **5.1 Work schedule, deliverables, and milestones**

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

- a) 1 to 2 days for site preparation and installation.
- 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.

**NOTE:** PCH reserves the right to amend the schedule after Contract award. Should an amendment be required PCH 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:

ACTIVITIES / TASKS / DELIVERABLES	SCHEDULE*
<b>Creative concept for the show</b>	
Create and provide a detailed creative concept for the show	April- May
Create and provide <i>revision 1</i> of the creative concept to PCH	May
<b>Installation of the pyrotechnics show</b>	
Inspection of the mortar installations	Ongoing
Arrival of pyrotechnics materials on the site	In accordance with the synopsis of the permit application of the AHJ of the OFS
Final inspection of the launch site	June 30 and July 1
<b>Day of the pyrotechnics</b>	
Time when the contractor must be ready to kick off the pyrotechnics show	At 9 p.m. on July 1 – exact time to be confirmed before the show
Additional street closures and pedestrians' restrictions and area to be closed as required	Time to be determined (early evening) on July 1
Wind Direction Testing	From 9 p.m. and 10 p.m. on July 1st
Launching of the show	Around 10 p.m. on July 1
Cleaning of the site and residue	July 1, immediately after the show, July 2 and 3
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 these zero amounts. 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.

### **TOTAL ALL-INCLUSIVE PRICE FOR THE PYROTECHNICS SHOW FOR CANADA DAY, JULY 1, 2023**

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 pyrotechnics show described in Annex A: Statement of Work.

Description	Total price (in accordance with the detailed cost breakdown)
<b>B.1.1 – Overhead costs for Canada Day, July 1, 2023</b> 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 pyrotechnics show described in Annex A: Statement of Work.	\$
<b>B.1.2 – Materials for Canada Day, July 1, 2023, for pyrotechnics launch sites</b> The all-inclusive firm price includes all fireworks products (i.e. shells, etc.) that will be used during the show, as described in Annex A, Statement of Work.	\$
<b>B.1.3 – Initial creative concept</b> All-inclusive firm* price to design the pyrotechnics show as described in Annex A, Statement of Work. * The all-inclusive fixed price B.1.3 must not exceed 5 % of the total fixed price of B.1.  *The firm price includes the prices for one (1) revision to the creative concept.	\$
<b>B.1 – ESTIMATED TOTAL COST OF THE PYROTECHNICS SHOW FOR CANADA DAY 2023 (plus applicable taxes)</b> The total all-inclusive Pyrotechnics Show Price must not exceed \$100,000 (applicable taxes extra).	\$

**Table 1**
**Detailed cost breakdown B.1.1 – Overhead costs for Canada Day, July 1, 2023:**

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 pyrotechnics 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.

Resources, details, activity, tasks, item list, etc.	Other costs (details)	Hourly rate	Time estimated for each item	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total B.1.1:</b>				\$



**Table 2: Detailed breakdown B.1.2 – Materials for Canada Day, July 1, 2023.**

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, they will be compensated for the fireworks in accordance with the following scale, based on the cost B.1.2 Materials for **Canada Day 2023**, 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 2023**.
- 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 2023**.
- 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 2023**.

**CANADA DAY 2023**

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

\*Cakes are considered as (1) one product.

## 2024

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 these zero amounts. 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.

### **TOTAL ALL-INCLUSIVE PRICE FOR THE PYROTECHNICS SHOW FOR CANADA DAY, JULY 1, 2024**

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 pyrotechnics show described in Annex A: Statement of Work.

Description	Total price (in accordance with the detailed cost breakdown)
<b>B.1.1 – Overhead costs for Canada Day, July 1, 2024</b> 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 pyrotechnics show described in Annex A: Statement of Work.	\$
<b>B.1.2 – Materials for Canada Day, July 1, 2024, for pyrotechnics launch sites</b> The all-inclusive firm price includes all fireworks products (i.e. shells, etc.) that will be used during the show, as described in Annex A, Statement of Work.	\$
<b>B.1.3 – Initial creative concept</b> All-inclusive firm price to design the pyrotechnics show as described in Annex A, Statement of Work. * The all-inclusive fixed price B.1.3 must not exceed 5 % of the total fixed price of B.1. *The firm price includes the prices for one (1) revision to the creative concept.	\$
<b>B.1 – ESTIMATED TOTAL COST OF THE PYROTECHNICS SHOW FOR CANADA DAY 2024 (plus applicable taxes)</b> The total all-inclusive Pyrotechnics Show Price must not exceed \$100,000 (applicable taxes extra).	\$



**Table 1**
**Detailed cost breakdown B.1.1 – Overhead costs for Canada Day, July 1, 2024:**

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 pyrotechnics 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.

Resources, details, activity, tasks, item list, etc.	Other costs (details)	Hourly rate	Time estimated for each item	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total B.1.1:</b>				\$

**Table 2: Detailed breakdown B.1.2 – Materials for Canada Day, July 1, 2024.**

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, they will be compensated for the fireworks in accordance with the following scale, based on the cost B.1.2 Materials for **Canada Day 2024**, 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 2024**.
- 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 2024**.
- 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 2024**.

**CANADA DAY 2024**

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

\*Cakes are considered as (1) one product.

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

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 endeavor 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 cause—.

## **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 Ben-fits - 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/SE- #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.

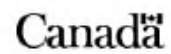
**ANNEX "D"**

**SECURITY REQUIREMENTS CHECK LIST**

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat	
	Security Classification / Classification de sécurité	
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>		
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Capital Experiences and program support	
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD	
4. Brief Description of Work / Brève description du travail Contractor to design, plan, deliver the fireworks display for Canada Day in the National Capital region. The fireworks display will be in a park near LeBreton Flats		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : UNCLASSIFIED - (Multi level should there be a requirement for the supplier to work on site like PHill)

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT LPR / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX "E"**
**OFFER OF SERVICES**

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



	<p><b>Required Documentation</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) 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"><li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li><li>- Privately owned corporations must provide a list of the owners' names</li><li>- 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</li><li>- Suppliers that are a partnership do not need to provide a list of names</li></ul> <p>Suppliers may use this <a href="#">form</a> 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 <a href="#">form</a> 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"><li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.</li></ol>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	
<p>Signature: _____ Date: _____</p>	