



## **Request for Quotation (RFQ)**

### **FOR NEW YEAR'S EVE FIREWORKS DISPLAYS**

**SUMMARY:**

The Town of Canmore is seeking a qualified fireworks provider to source, choreograph, build, and shoot two fireworks displays – one low level and one high level – for their annual New Year's Eve Celebrations. It is expected that the Town will contract the successful proponent to provide this service for a three-year period.

<b>REFERENCE NUMBER:</b>	<b>AE-02-2023</b>
<b>CLOSING DATE:</b>	<b>September 14, 2023</b>
<b>CLOSING TIME:</b>	<b>14:00:00 Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>August 15, 2023</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>

## Table of Contents

1.0	INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR QUOTATION (RFQ) .....	1
2.0	GENERAL CONDITIONS OF RESPONSE .....	2
2.1	PURPOSE OF THE REQUEST FOR QUOTATION (RFQ).....	2
2.2	SUBMISSION OF RESPONSE TO THE RFQ .....	2
2.3	NO COMMITMENT .....	3
2.4	LIMITATION OF LIABILITY .....	3
2.5	ACCEPTANCE OR REJECTION.....	3
2.6	QUESTIONS AND CLARIFICATIONS .....	4
2.7	DISCREPANCIES IN NUMBERS .....	4
2.8	CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT .	4
2.9	COST OF PREPARATION .....	5
2.10	OWNERSHIP OF SUBMISSIONS.....	5
2.11	CLARIFICATION FROM PROPONENTS.....	5
2.12	PROPONENT PERFORMANCE .....	5
2.13	FORM OF CONTRACT.....	6
2.14	NON-ASSIGNMENT .....	6
2.15	DEPOSITS .....	6
2.16	TERMS OF PAYMENT .....	6
2.17	INSURANCE AND WORKERS’ COMPENSATION BOARD REQUIREMENTS .....	6
2.18	INDEMNIFICATION .....	7
2.19	INFORMATION SECURITY STANDARDS .....	7
3.0	PROJECT OVERVIEW AND SCOPE.....	9
3.1	RFQ DEFINITIONS.....	9
3.2	PROJECT DESCRIPTION/DESCRIPTION OF NEED.....	9
3.3	PROJECT SITE .....	9
3.4	SCOPE OVERVIEW/SCOPE OF SERVICES .....	9
3.5	ANTICIPATED PROJECT SCHEDULE.....	10
4.0	RESPONSE REQUIREMENTS AND EVALUATION CRITERIA.....	12
4.1	FORMAT AND OUTLINE OF RESPONSES .....	12
4.2	QUOTATION SUBMISSION REQUIREMENTS.....	12
4.3	EVALUATION PROCESS.....	12
4.4	PROPONENT SHORTLIST .....	13
4.5	CONFIDENTIALITY OF EVALUATION .....	13
4.6	RFQ SCHEDULE .....	13
5.0	SIGNATURE AND WAIVER SHEET .....	14
6.0	APPENDIX A – PROPOSED FIXED PRICE FORM (The Quotation) .....	16
7.0	APPENDIX B – DOCUMENTS to be provided BY PROPONENT .....	17
8.0	APPENDIX C – REFERENCE DOCUMENTS.....	18

**Notes to Procurement Lead**

When all edits to this document (including formatting and page breaks) are complete, right click on the 'Table of Contents' section above and select 'Update Field' from the pull-down menu. Click on 'Update entire table' in the pop-up window to update section numbers, section headers and page numbers. **When complete, delete this reminder!**

In the sections and subsections below there are two different types of text:

1. Text in black is standardized text intended to work for all RFQ's.
2. Text in red is addressed to the Procurement Lead to do all the appropriate changes according to the Project specifics.

**Delete this note once read!**

## 1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR QUOTATION (RFQ)

**1.1.1 Closing Date and Time: Quotations must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on Thursday, September 14, 2023.**

**1.1.2** Responses are to be delivered to:

Town of Canmore  
902 7 Avenue,  
Canmore, AB T1W 3K1  
Attention: Chris Bartolomie, Supervisor, Arts and Events

Proponents shall submit their quotation to the Town of Canmore by email to the attention of Chris Bartolomie, Supervisor, Arts and Events at [chris.bartolomie@canmore.ca](mailto:chris.bartolomie@canmore.ca). The quotation document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission. Responses by facsimile will not be accepted.

**1.1.3 RFQ Contact Person:**

For clarification or additional information, Proponents shall **only** contact the person listed below.

Chris Bartolomie, Supervisor, Arts and Events, Town of Canmore

Email – [chris.bartolomie@canmore.ca](mailto:chris.bartolomie@canmore.ca)

See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.

**1.1.4** The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFQ.

**1.1.5** Responses must be in English.

**1.1.6** Quotations shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.

**1.1.7** Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.

**END OF SECTION 1.0**

## **2.0 GENERAL CONDITIONS OF RESPONSE**

### **2.1 PURPOSE OF THE REQUEST FOR QUOTATION (RFQ)**

The Town of Canmore is issuing this Request for Quotation (RFQ) to select a display fireworks provider and certified crew to choreograph, design and shoot two high-quality fireworks shows for the Canmore New Year's Eve Celebrations for the next three years. (2023-2025)

The Town of Canmore reserves the right to modify the terms or cancel the RFQ process at any time.

### **2.2 SUBMISSION OF RESPONSE TO THE RFQ**

**2.2.1** By submitting a response to this RFQ, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this RFQ.

**2.2.2** Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a "Conflicted Person"): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm's length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFQ.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent's response.

**2.2.3** This RFQ and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFQ and any contracts entered into as a result hereof.

**2.2.4** Quotation documents must be completed in accordance with the requirements of the RFQ documents and no amendment or change to quotations will be accepted after the closing date and time.

**2.2.5** All documents submitted by Proponents in response to this RFQ are to remain the property of the Town of Canmore.

**2.2.6** Quotations shall be irrevocable for one hundred and twenty (120) days following the closing of the RFQ and the quotations shall be retained by the Town of Canmore.

**2.2.7** Quotations shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the quotation.

Proponents who are sole proprietorships or partners shall sign their RFQ response in such a way as to irrevocably bind the Proponent in an authorized manner.

## **2.3 NO COMMITMENT**

- 2.3.1** No commitment on the part of the Town of Canmore shall exist under this RFQ unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

## **2.4 LIMITATION OF LIABILITY**

- 2.4.1** The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFQ, the Proponent's participation in this RFQ process or the Town of Canmore's acts or omissions in connection with the conduct of this RFQ process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this RFQ.

## **2.5 ACCEPTANCE OR REJECTION**

- 2.5.1** The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFQ.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses to the Project and to further the interests of the Town of Canmore and what it wishes to accomplish in carrying out the Project. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or non-compliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFQ.

In addition to any rights identified elsewhere in this RFQ, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFQ at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFQ process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFQ.

The Town of Canmore is the sole and final judge with respect to the selection of any

Successful Proponent as a result of this RFQ process.

All Proponents submitting a response to this RFQ will be advised of the results of the RFQ process by email or regular mail. Please allow at least two weeks for responses to be evaluated by the Town of Canmore.

## **2.6 QUESTIONS AND CLARIFICATIONS**

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this RFQ will be valid and effective only if confirmed by written addenda. Addenda may be issued during the response period. All addenda become part of the agreement and receipt must be confirmed in the Proponent's submission.
- 2.6.4** Any addenda documents will be issued by the same method that this RFQ was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this RFQ a minimum of 72 hours prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

## **2.7 DISCREPANCIES IN NUMBERS**

- 2.7.1** In the event of a numerical discrepancy or error in a quotation, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

## **2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFQ process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this RFQ unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFQ process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2** The applicant acknowledges that any information or documents provided by it to the Town of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right

to object to the release of any information or documents.

**2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of responses to this RFQ which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.

**2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFQ process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFQ response. Also, such individuals are agreeing to the use of such information as part of the RFQ evaluation process, for any audit of the procurement process and for contract management and performance purposes.

## **2.9 COST OF PREPARATION**

**2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFQ shall be borne solely by the Proponent.

## **2.10 OWNERSHIP OF SUBMISSIONS**

**2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

**2.10.2** Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the RFQ award.

## **2.11 CLARIFICATION FROM PROPONENTS**

**2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFQ.

## **2.12 PROPONENT PERFORMANCE**

**2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and the Town of Canmore. The Town of Canmore may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff



qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right to remove from the roster any selected Proponent who has been qualified by this RFQ process by way of written notice if, in the sole discretion of the Town of Canmore, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in the Town of Canmore's best interests.

## **2.13 FORM OF CONTRACT**

**2.13.1** The Town of Canmore will be issuing a 3-year Service Agreement to the Successful Proponent to deliver the work described within this RFQ.

## **2.14 NON-ASSIGNMENT**

**2.14.1** Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Proponent without the prior written consent of the Town of Canmore. Such written consent, however, shall not under any circumstances relieve the Successful Proponent of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Town of Canmore.

## **2.15 DEPOSITS**

**2.15.1** The Town of Canmore will consider the payment of a deposit to the Successful Proponent for the scope of work in this RFQ. Maximum percentage for a deposit that the Town of Canmore will consider is 25% in each of three calendar years.

## **2.16 TERMS OF PAYMENT**

**2.16.1** Payments will be issued as follows:

October 15, 2023/24/25	25%
On annual completion of service delivery	75%

**2.16.2** Invoices will be paid within 28 days from the approval date of the invoice.

## **2.17 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS**

**2.17.1** Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this RFQ:

- (a) The Successful Proponent shall carry, at all times during the performance of the work, General Liability/ Umbrella Liability Insurance with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town of Canmore may from time to time require. This insurance will name Town of Canmore as additional insured.
- (b) The Successful Proponent shall carry, at all times during the performance of the work, Automobile Liability Insurance for owned and non-owned automobiles with a

limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.

- (c) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to the Town of Canmore prior to the commencement of the work.

#### **2.17.2 Responsibilities of Successful Proponent**

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Canmore with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Canmore.
- (b) The Successful Proponent or their insurer will notify the Town of Canmore at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Canmore.
- (c) The Successful Proponent shall provide a certificate of such insurance to the Town of Canmore within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

### **2.18 INDEMNIFICATION**

- 2.18.1** The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.
- 2.18.2** At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises, nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.
- 2.18.3** The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this RFQ or subsequent contract.

### **2.19 INFORMATION SECURITY STANDARDS**

- 1.1.1 Successful Proponents that provide information technology or web-related services to the Town of Canmore as part of their work on the Project shall be required to comply with the Town of Canmore's Information Security Standards as updated from time to time. These standards may overlap with and are

additional to the functional and requirements of the specific Project. The Town of Canmore may require Proponents to demonstrate compliance with these standards as part of the Town's review and evaluation of proposals, quotations and qualifications. If not appended hereto, it is the Proponent's responsibility to request the Information Security Standards and access their ability to comply as part of responding to this request.

**END OF SECTION 2.0**

### 3.0 PROJECT OVERVIEW AND SCOPE

#### 3.1 RFQ DEFINITIONS

Owner	the Town of Canmore
Project	New Year's Eve Fireworks
Proponent	a firm, individual or company who or which intends to submit or submits a quotation pursuant to this RFQ.
Quotation	a submission to the Town of Canmore in response to this RFQ.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's quotation.
Fireworks Display Service Provider	the Successful Proponent to whom the Town of Canmore issues a Service Agreement for the display fireworks provider and certified crew to choreograph, design and shoot two (2) high-quality firework's shows – one high level and one low level.

#### 3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

##### 3.2.1 Family friendly New Year's Eve Celebrations – public skating, live music performances, a DJ Dance Party, crafts and **fireworks at 8 pm and midnight.**

8 p.m. Low Level fireworks display– 4 to 5 minutes – viewed from Canmore Recreation Centre Field – fireworks set up – Canmore Golf Course practice range (chip and putt)

Midnight fireworks – high level show – 10 to 12 minutes – set up south of Millennium Park – fall out Millennium Park – viewed from all over town.

#### 3.3 PROJECT SITE

##### 3.3.1 8 p.m. show at Canmore Recreation Centre/Canmore Golf and Curling Club Midnight show at Millennium Park

#### 3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

##### 3.4.1 GENERAL SCOPE OF WORK

- i. Choreograph, build and shoot two fireworks shows as indicated in Section 3.2.1.

##### 3.4.2 DUTIES, RESPONSIBILITIES AND DELIVERABLES OF Fireworks Display Service Provider

- i. Source fireworks
- ii. Choreograph and build two shows as indicated in Section 3.2.1`
- iii. Hire certified fireworks professionals to shoot show and provide proof of licensing
- iv. Submit detailed show descriptions to Canmore Fire Rescue and secure fire permit
- v. \$5 million liability insurance naming Town of Canmore as additional insured
- vi. Shoot high-quality, safe shows and clean up all debris

**3.4.3 SERVICES NOT INCLUDED**

- i. Music to accompany fireworks display

**3.4.4 RESPONSIBILITIES OF THE TOWN OF CANMORE**

The Town of Canmore will provide:

- i. Accommodation in Canmore for fireworks providers on December 30 and 31
- ii. Site clear of snow and debris for fireworks set up
- iii. Adequate fall out zone, security and crowd control
- iv. Keys to site where required
- v. Music to accompany shows

**3.5 ANTICIPATED PROJECT SCHEDULE**

**3.5.1** In order to meet permitting deadlines, the following timelines have been put in place.

Action	Date
Contract Award	September 22, 2023
Site Visit – Successful Proponent	September 27 to 29, 2023
Fire Permit Application with detailed shows submitted to Canmore Fire Rescue	November 17, 2023 November 18, 2024 November 17, 2025
Proof of Liability Insurance naming Town of Canmore as additional insured to Event Coordinator	December 4, 2023 December 5, 2024 December 5, 2025
Provide evidence of WCB coverage as described in Section 2.17.	December 4, 2023 December 5, 2024 December 5, 2025
Copy of licensing for fireworks shooters to Event Coordinator	December 4, 2023 December 5, 2024 December 5, 2025
Arrive in Canmore with personnel and shows	December 30, 2023
Show Day 8 p.m. and Midnight	December 31, 2023
Sweep show sites for debris	January 1, 2023

**END OF SECTION 3.0**



## 4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

### 4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic RFQ responses are to be on 8.5" x 11" size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

### 4.2 QUOTATION SUBMISSION REQUIREMENTS

Proponents are requested to submit a quotation containing the following:

#### 4.2.1 Mandatory Requirements:

- 4.2.1.1 Signed signature and waiver sheet.
- 4.2.1.2 Signed addendum (addenda) if applicable.
- 4.2.1.3 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.17.
- 4.2.1.4 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.17.

#### 4.2.2 Quotation: Quotation is to be provided on the standard quotation template from the Proponent company.

#### 4.2.3 Detailed budget for each fireworks show per year. (2023 – 2025)

#### 4.2.4 References

- 4.2.4.1 Minimum of three (3) references from municipalities you have provided your services for. Maximum 1 page per reference

### 4.3 EVALUATION PROCESS

4.3.1 Selection of the Successful Proponent pursuant to this RFQ will be made on the basis of the Proponent meeting mandatory requirement, the value of their quotation, additional information requested and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
Mandatory Requirements	Pass / Fail
Quotation	50%
Detailed Budget	20%
Reference	30%

4.3.2 A submission will first be reviewed for compliance with the mandatory requirements of this RFQ as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

#### **4.4 PROPONENT SHORTLIST**

- 4.4.1** It is expected that three (3) Proponents will be shortlisted based on the evaluation of submissions for the criteria outlined in section 4.3 above. The Town of Canmore reserves the right to shortlist any number of Proponents.
- 4.4.2** Proponents are not guaranteed any paid assignment as a result of being shortlisted via this RFQ. Shortlisted Proponents may be required to undergo an interview prior to final selection of the Successful Proponent.

#### **4.5 CONFIDENTIALITY OF EVALUATION**

- 4.5.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

#### **4.6 RFQ SCHEDULE**

The following schedule has been established for this RFQ:

Action	Date and Local Time
RFQ Release Date	Thursday, August 16, 2023
Deadline to Submit Questions	Wednesday, September 6, 2023
Last Day of Issuance of Addenda	Thursday, September 7, 2023
RFP Closing Date	Friday, September 15, 2023, at 2 p.m.
RFP Evaluation/Interviews	Monday, September 18, 2023 to Thursday, September 21, 2023
Letter of Award to Successful Proponent	Monday, September 25, 2023
Issue of Contract to Successful Proponent	Friday, September 29, 2023
Project Start Date	Monday, October 2, 2023

**END OF SECTION 4.0**



## 5.0 SIGNATURE AND WAIVER SHEET

1. The Proponent hereby acknowledges that prior to submitting a RFQ response for this project, the Proponent has obtained from the Town of Canmore and thoroughly reviewed in order to be familiar with and certain as to all of the Terms and Conditions set out in the RFQ documents and all amendments thereto which are incorporated by reference into the above-cited RFQ as follows:
  - a) Affidavit of Execution; and
  - b) Affidavit of Corporate Signing Authority.

The referenced documents may be viewed at The Town's website (<https://canmore.ca/business/find-a-form>).

- a) The Proponent acknowledges the documents incorporated by reference as indicated in paragraph 1 above.
  - b) The Proponent further acknowledges that, unless otherwise agreed by both parties and confirmed in writing, it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.
  - c) The Proponent further acknowledges and confirms that either:
    - i. It has read and understood each provision included in each document incorporated by reference; or
    - ii. By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.
2. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
  3. The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the RFQ which include those contained in the Instructions for Submitting a Response to this Request for Quotation, General Conditions of Response, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Table of Contents and Appendix A (together the "Terms and Conditions").
  4. By signing this sheet, I confirm I have the full authority to represent the Proponent in all matters relating to the RFQ, and I confirm that the Proponent agrees to be bound by all the Terms and Conditions.



Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

**Note:** A seal is a preferred element of the signing of a submission. However, if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, as well as to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation. Forms for each of these affidavits can be found at (<http://canmore.ca/business/find-a-form>). Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

- For a corporation or other business association, the printed name and position of the person or persons signing together with an affidavit of execution and an affidavit of authority should be completed and submitted,
- For an individual or sole proprietorship, the printed name and position of the person signing together with an affidavit of execution should be completed and submitted.



**6.0. APPENDIX A – PROPOSED FIXED PRICE FORM (THE QUOTATION)**

Date: \_\_\_\_\_

I/we, \_\_\_\_\_

*(Company Name)*

of \_\_\_\_\_

*(Business Address)*

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labour, materials, and services for the proper execution and completion of the entire scope of work for **the Canmore New Year's Eve fireworks displays** including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows:

Total proposed fixed price **excluding GST**:

\_\_\_\_\_ CAD Dollars (\$ \_\_\_\_\_)

\_\_\_\_\_

*(Signature)*

## **7.0 APPENDIX B – DOCUMENTS TO BE PROVIDED BY PROPONENT**

Detailed Budget for each contract year (2023 -2025)

## **8.0 APPENDIX C – REFERENCE DOCUMENTS**

Please provide a minimum of three (3) qualified customer references for municipalities you for whom you have provided similar services. The Town of Canmore reserves the right to use these references for evaluation of proposals.

Reference 1

[Organization name]

[Industry]

[Contact name]

[Contact phone and email]

[project title]

[project status and completion date]

[project description]

Reference 2

[Organization name]

[Industry]

[Contact name]

[Contact phone and email]

[project title]

[project status and completion date]

[project description]

Reference 3

[Organization name]

[Industry]

[Contact name]

[Contact phone and email]

[project title]

[project status and completion date]

[project description]