



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
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Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For Supply Arrangement -
Demande pour un arrangement en
matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister
of Public Works and Government Services, in accordance with the
terms and conditions set out herein or attached hereto, the goods,
services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le
ministre des Travaux publics et des Services gouvernementaux, aux
conditions énoncées ou incluses par référence dans la présente et
aux annexes ci-jointes, les biens, services et construction énumérés
ici et sur toute feuille ci-annexée.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

Title - Sujet AUDIO VISUAL PRODUCTION SERVICES	
Solicitation No. - N° de l'invitation EN578-092642/E	Date 2013-10-02
Client Reference No. - N° de référence du client EN578-9-2642	GETS Ref. No. - N° de réf. de SEAG PW-\$\$CX-006-63612
File No. - N° de dossier cx006.EN578-092642	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-22	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Buck, Daniel	Buyer Id - Id de l'acheteur cx006
Telephone No. - N° de téléphone (613)998-8588 ()	FAX No. - N° de FAX (613)993-2581
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 360 ALBERT STREET 12TH FLOOR OTTAWA Quebec K1A0S5 Canada	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EN578-092642/E

Amd. No. - N° de la modif.

File No. - N° du dossier

cx006EN578-092642

Buyer ID - Id de l'acheteur

cx006

Client Ref. No. - N° de réf. du client

EN578-9-2642

CCC No./N° CCC - FMS No/ N° VME

THIS IS A REFRESH OF SUPPLY ARRANGEMENT # EN578-092642/000/CX.

There is no security requirements associated with this Refresh.

Enquiries on the Request for Supply Arrangement document were addressed during the original solicitation period in 2010. The Contracting Authority will not respond to new enquiries. For your information and to assist you in preparing your arrangement, copies of the Questions and Answers released during the original solicitation period are available in Appendix 3 Questions and Answers.

This refresh permits new suppliers to submit arrangements and potentially become Supply Arrangement Holders for Audio Visual Production Services.

New fully compliant suppliers will be issued Supply Arrangements and their names will be added to the existing Supply Arrangement Holder lists on the condition that they meet all of the requirements of the original Request for Supply Arrangements, which are included in this document.

Audio Visual Production Services Request For Supply Arrangements (RFSA)

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PART 1 GENERAL INFORMATION

1. INTRODUCTION

The Request for Supply Arrangements (RFSA) is divided into six parts:

- i. Part 1, General Information;
- ii. Part 2, Supplier Instructions;
- iii. Part 3, Arrangement Preparation Instructions;
- iv. Part 4, Evaluation Procedures and Basis of Selection;
- v. Part 5, Certifications, and
- vi. Part 6:
6A, Supply Arrangement,
6B, Bid Solicitation,
6C, Resulting Contract Clauses; and,

The Annexes and Appendices.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work (SOW), the Basis of Payment, Techform A, the Detailed Process for Requests for Proposal Issued under the Supply Arrangement and the RFSA Evaluation Grid.

The Supplier's Choice - Regions of Services, the Video Demo - "Proposed Project Fact Sheet" and Questions and Answers are included in the Appendices.

2. SUMMARY

The Government of Canada requires the provision of a full range of film, video and audio-visual production services.

These services will be provided to the Communication Procurement Directorate (CPD) of Public Works and Government Services Canada (PWGSC) on behalf of Government of Canada departments and agencies listed under Schedules I, I.I, II and III of the *Financial Administration Act*. As a result of this competitive process, PWGSC will authorize Supply Arrangements. This solicitation will also be used to establish a separate list of qualified Aboriginal Set-Aside Suppliers under the Set-Aside Program for Aboriginal Business (SPAB).

The requirement is limited to Canadian goods and/or services.

3. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

4. CANADIAN CONTENT

The goods and/or services covered by the Supply Arrangement are limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

5. COMMUNICATIONS NOTIFICATION

As a courtesy, the Government of Canada requests that suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a supply arrangement or the award of a contract resulting from the Supply Arrangement.

6. DEBRIEFINGS

After issuance of an authorization of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing will be provided in writing.

7. ABORIGINAL AND NON-ABORIGINAL SUPPLIERS

A portion of this procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB), as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business". This RFSA will be used to establish separate lists of SAs with both Non-Aboriginal and Aboriginal firms. Therefore, under this RFSA both Aboriginal and non-Aboriginal firms are invited to submit an Arrangement under a single solicitation document.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to the portion of this procurement set aside under the federal government's PSAB.

8. SUPPLY ARRANGEMENTS

Supply Arrangements are non-binding agreements between Public Works and Government Services Canada (PWGSC) and suppliers to provide a range of services on an "as and when requested basis". Suppliers who are issued a Supply Arrangement will form a list of qualified suppliers from which PWGSC can solicit bids based on the specific requirements of the Government of Canada. Supply Arrangements include a set of predetermined terms and

conditions that will apply to any subsequent Contract. Individual contracts awarded under the Supply Arrangement cannot exceed **\$400,000.00**, excluding GST and HST.

Two (2) separate lists of qualified suppliers (one for Non-Aboriginal and Aboriginal firms, and another for solely Aboriginal firms) will be established for the provision of audio-visual production services. PWGSC anticipates authorizing Supply Arrangements with all qualified suppliers.

The period for awarding contracts under the Supply Arrangement is from January 1, 2011 to December 31, 2012. If the Supply Arrangement is authorized for use beyond the initial period, with a possibility to extend its arrangement for two additional one year periods, from January 1, 2013 to December 31, 2013 and from January 1, 2014 to December 31, 2014.

A Notice will be posted once a year for 15 days in 2013 and 2014 on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a Supply Arrangement, will not be required to submit a new arrangement.

If a new supplier receives a point rating during the refresh that would qualify them as a "**Primary**" Supplier, (their points received being higher than the lowest point rated supplier on the "**Primary**" list) then they will be added to the "**Primary**" list, in addition to the previously selected "**Primary**" suppliers. All other new suppliers will be added to the "**Standard**" list of Supplier Arrangement Holders.

The scope of the services covered by the Supply Arrangements are detailed in the attached Annex "A" - Statement of Work.

9. LEVELS OF SUPPLY ARRANGEMENT HOLDERS

There are three (3) Levels of Supply Arrangement Holders available for which a Supplier may qualify. They are:

1. The "**Primary**": The five (5) top ranked suppliers will be on a rotational list as "Primary Supply Arrangement Holders"
2. The "**Regional Primary**": The three (3) top ranked suppliers in each region will be on a rotational list as "Regional Primary Supply Arrangement Holders". For the purposes of this Supply Arrangement, the regions are: British Columbia, Prairies, Ontario, Quebec, Atlantic and the National Capitol Region (NCR).
3. The "**Standard**": All qualified Supply Arrangement holders including the Primary Supply Arrangement holders.

Note that the above levels do not apply to the Aboriginal Set-Aside list of suppliers. The Aboriginal Set-Aside list is a separate list of Suppliers where all Aboriginal Supply Arrangement holders are invited to bid on all set-aside Request for Proposals only.

9.1. Suppliers Choice - Regions of Services - Appendix "1":

The supplier may choose to bid on any or all Regions, however only one proposal is required. The supplier must clearly indicate for which Region it is proposing its services by completing the attached **Appendix "1" - Supplier's Choice - Regions of Services**.

10. SOLICITATION PROCESSES UNDER THE SUPPLY ARRANGEMENT

1. For requirements valued up to \$200,000 excluding applicable taxes, the following Supply Arrangement Holders will be invited to participate in the solicitation process:

- One of the "**Primary**" Suppliers picked on a rotational basis; and
- One Supply Arrangement holder as recommended by the Client; and
- One of the "**Regional Primary**" Suppliers picked on a rotational basis; and
- One Supply Arrangement Holder selected at random by PWGSC. The "random" selection will be made using the RAND () function in Microsoft Excel, all of which are determined in accordance with the Basis of Selection at article 2 in Part 4.

This solicitation process will be referred to as a "Mini Request for Proposal (**Mini-RFP**)". Suppliers will be given up to five (5) working days to prepare a bid.

For requirements that are classified as "Urgent", each chosen supplier per above mentioned levels will need to confirm their availability before we send the solicitation. If a supplier is not available within a level, the next supplier on the list will be called. Suppliers will be given a maximum of 24 hours to prepare a bid.

NOTE: A supplier can only be chosen once per **Mini-RFP** even if that supplier is named under all three levels. In other words, a different supplier must be chosen in other levels; for example, if you choose Company A under the "**Primary**"suppliers list, you must choose any other supplier (the next supplier in the rotation) under the level for "**Regional Primary**" and another supplier for the level for "**Standard**" per **Mini-RFP**.

As a result and as much as possible, all **Mini-RFPs** will have at least four separate bidders to maintain fair competition.

2. For requirements valued at more than \$200,000 but less than \$400,000 excluding applicable taxes, all Supply Arrangement Holders will be invited to submit a proposal.

This solicitation process will be referred to as a Request for Proposal (**RFP**) Under the Supply Arrangement. Suppliers will be given up to ten (10) working days to prepare a bid.

3. For requirements valued at more than \$400,000 excluding applicable taxes, the Request for Proposal will be posted on the Government Electronic Tendering Service (GETS) and will be open to the industry.

PART 2 SUPPLIER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2010-08-16) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 4.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.2 SACC Manual Clauses

SACC Manual clause S0030T (2010-08-16) Financial Viability

2. SUBMISSION OF ARRANGEMENTS

Important Note: Suppliers should submit only one proposal in response to this Request for Supply Arrangements.

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated below:

**Bids must be submitted by 2:00 pm Eastern Standard Time on Tuesday
October 22, 2013 to:**

Bid Receiving (HQ)
Department of Public Works and Government Services
Bid Receiving Unit
Portage III, 0A1
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6 For regular mail: K1A 0S5
Telephone (819) 956-3370
Fax No.: (819) 997-9776

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile or electronic mail to PWGSC will not be accepted.

3. ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS

Enquiries on the Request for Supply Arrangement document were addressed during the original solicitation period in 2010. The Contracting Authority will not respond to new enquiries. For information and to assist you in preparing your arrangement, copies of the Questions and Answers released during the original solicitation period are available in Appendix 3 Questions and Answers.

4. APPLICABLE LAWS

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their arrangement, 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, the Supplier acknowledges that the applicable laws specified are acceptable.

5. ENVIRONMENTAL CONSIDERATIONS

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

In accordance with the Policy on Green Procurement, for this solicitation:

- Suppliers are encouraged to offer or suggest green solutions whenever possible.
- Suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- The paper format of the arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 ARRANGEMENT PREPARATION INSTRUCTIONS

1. ARRANGEMENT PREPARATION INSTRUCTIONS

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (5 hard copies and 1 soft copy on CD, DVD or USB key)

Section II: Certifications (2 hard copies)

Suppliers should clearly label all hard and soft copies of their arrangements with their name and the solicitation number.

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

No prices must be indicated in any section of the arrangement.

All arrangements become the property of Canada and will not be returned to the suppliers.

Canada requests that suppliers follow the format instructions described below in the preparation of their arrangement.

- a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) Use a numbering system that corresponds to the bid solicitation; and
- c) No plastic covers or binders, if possible. Please be considerate of the environment.

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

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

Section I: Technical Arrangement

In their technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- i. Offers will be assessed in accordance with the entire requirement of the Request for Supply Arrangement including all of the criteria stipulated herein.
- ii. An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. TECHNICAL EVALUATION

1.1.1 MANDATORY TECHNICAL CRITERIA

M.1 IDENTIFICATION OF THE FIRM

The Supplier MUST identify the owners and management of the firm and the legal incorporated name as well as the organizational structure.

M.2 INTERNET SITE

Suppliers MUST have an Internet site that is accessible by Client Departments and Agencies. The purpose of this Internet site is to provide information on the services available and the Supplier's qualifications to provide those services. Therefore, in order to meet this mandatory requirement, the Supplier MUST have an Internet site and provide the active Internet address.

M.3 SUPPLIER'S CHOICE - REGIONS OF SERVICES

Suppliers MUST complete Appendix "1" - Supplier's Choice - Regions of Services in order to identify for which region(s) they are providing the required services.

M.4 EXPERIENCE OF THE FIRM (The demo samples will be rated under R.1)

The Supplier MUST demonstrate their experience by submitting one (1) DVD or one (1) Blu-ray demo of at least four (4) samples produced and completed within the last five (5) years. The total running time of the samples MUST not exceed twenty (20) minutes in length. The productions MUST have been completed entirely by the Supplier in its original language under a contract with the public sector or private industry.

- One (1) of the samples MUST demonstrate the Suppliers ability to produce a video based audio-visual production for internal or external audiences for government (federal, provincial or municipal), for non-government organizations (NGA's) or be a corporate video.
- One (1) of the samples MUST demonstrate the Suppliers ability to produce an audio-visual production that was tailored and posted to the Internet or adapted for Internet use.
- One (1) of the samples MUST demonstrate the Suppliers ability to work in both official languages (English and French). Productions that have voice-overs, fully narrated or subtitled are not acceptable to demonstrate bilingual capability. For added details, a bilingual production is one in which there is both English and French equally and substantively represented in the same production. An adaptation is where after a production is produced in one language, it is then adapted into the other language taking into consideration the social and cultural differences of the target language population. An adaptation is not a straight translation.

OFFERS NOT MEETING ALL OF THE MANDATORY TECHNICAL CRITERIA WILL BE GIVEN NO FURTHER CONSIDERATION.

1.1.2 POINT RATED TECHNICAL CRITERIA

R.1 EXPERIENCE OF THE FIRM AND QUALITY OF SAMPLES PROVIDED (Maximum 100 points - Minimum 70 points)

The Supplier shall be assessed against the demo samples provided in accordance with **M.4.**

The DVD demo should be able to be played on both a computer and a stand-alone player.

The demo should be menu driven.

To better understand the samples submitted for the mandatory criteria **M4.**, the following information should also be provided for each sample. **Please complete the Video Demo - "Proposed Project Fact Sheet" located in Appendix "2"** .

- Client;
- Client contact;
- Description and purpose of production;
- Target audience(s);
- Creative approach;
- Production dates;
- Production budget;
- Project outcomes.

The video demo will be evaluated on the following rated criteria:

R.1.1 Demo samples demonstrate creative and technical excellence (40 points).

At a minimum, we are looking for the following criteria: your approach (is it attractive, creative, innovative or appropriate); the quality of images; quality and effectiveness of cinematography, the use of special effects and graphics; use of camera angles; lighting; editing; and effective use of music and sound.

Percentage factors utilized for the evaluation of the demo samples:

Not acceptable (0): The information provided was unsuitable or insufficient.

Limited (0.5): Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** All of the above mentioned criteria are acceptable. Meets the minimum for technical standards. Demo demonstrates some creativity and innovation.

Good (0.8): Slightly exceeds the established minimum, with one or two criteria that are very good. Approach demonstrates creativity and innovation.

Very Good (0.9): The majority of the criteria are very good. One or two criteria may be excellent. Approach demonstrates very good creativity and innovation without being outstanding.

Outstanding (1): Very unique, bold, and creative approach. Has excellent quality and use of images. Outstanding cinematography. Demo demonstrates excellent use of special effects and graphics and lighting. Has very appropriate use of music and sound.

R.1.2 The effective use of treatment, script, language and visual techniques to communicate the themes and messages. (40 points)

At a minimum, we are looking for the following criteria: engaging and complete storyline, clear script, appropriate use of language, quality of translation, effective communication of content and messages both in narration and on-camera and use of other techniques to get the message across. The success in conveying messages in both English and French is equivalent.

Percentage factors utilized for the evaluation of the Treatment, script, language and visual techniques:

Not acceptable (0): The information provided was unsuitable or insufficient.

Limited (0.5): Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** All of the above mentioned criteria are acceptable, and meets the established minimum. The treatment, script, language and technique adequately help convey themes and messages.

Good (0.8): Slightly exceeds the established minimum, with one or two criteria that are very good. Treatment, script, language and technique help convey the themes and messages.

Very Good (0.9): The majority of the criteria are very good. One or two criteria may be excellent. Treatment, script, language and techniques effectively communicate themes and messages without being outstanding.

Outstanding (1): Outstanding delivery of content, themes and messages. Treatment, script, language and techniques are communicated very well, both in narration and on-camera. Appropriate techniques were used.

R.1.3 Demonstrate a wide variety of visual and dramatic devices, such as: graphic animation sequences; typography/on-screen text; motion graphics and animations; still imagery; imported (stock) film footage; off-camera and on-camera narration; music; sound and special effects (10 points).

At a minimum, we are looking for the use of six (6) of the ten (10) above-mentioned visual or dramatic devices.

Percentage factors utilized for the evaluation of the visual and dramatic devices:

Not acceptable (0): The information provided was unsuitable or insufficient.

Limited (0.5): Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** At least six (6) of the listed devices are effectively used, and the demo meets the established minimum.

Good (0.8): Slightly exceeds the established minimum, with two (2) or three (3) of the devices that are very good.

Very Good (0.9): The majority of the criteria are very good. Four (4) or five (5) criteria may be excellent, without being outstanding.

Outstanding (1): A very effective blend of six or more visual or dramatic devices and are relevant to the subject matter. The quality and effectiveness of at least six (6) devices are outstanding.

R.1.4 The audio-visual production outcomes. (10 points)

At a minimum, the Supplier should describe the success of the projects. What was the feedback from the audience, if any? We are aware that many Suppliers are not in control of evaluating the projects success/use, nor always able to monitor audience feedback, however a written and signed client testimonial on how the video's were used and received would suffice.

Percentage factors utilized for the evaluation of the outcome of the videos:

Not acceptable (0): The information provided was unsuitable or insufficient.

Limited (0.5): Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** The supplier communicated in an appropriate manner the outcome of the projects.

Good (0.8): The supplier communicated its subject matter in a manner that is rather effective and appropriate of the outcome of the projects.

Very Good (0.9): The supplier communicated its subject matter that is very effective and appropriate of the outcome of the projects. Very good details were provided. The client testimonial confirmed the high level of audience acceptance.

Outstanding (1): The supplier communicated its subject matter that is excellent and appropriate of the outcome of the projects. Outstanding details were provided. The client testimonial confirmed the high level of audience acceptance.

2. BASIS OF SELECTION

2.1 Minimum Point Rating

1. To be declared responsive, a supplier must:
 - i. comply with all the requirements of the Request for Supply Arrangement (RFSA); and
 - ii. meet all mandatory technical evaluation criteria; and
 - iii. obtain the required minimum of 70 percent of the available points for each rated criteria and an overall passing mark of 80 points on a scale of **100 points**.
2. Suppliers not meeting (a) or (b) or (c) above will be declared non-responsive.
3. The five (5) fully responsive Suppliers with the highest point rating will be listed as the "**Primary**" list of Supply Arrangement Holders. The three (3) fully responsive offers with the highest point rating from each region will be listed as the "**Regional Primary**" list of Supply Arrangement Holders.
4. All other fully responsive suppliers and all fully responsive Aboriginal suppliers will be listed on the "**Standard**" list of Supply Arrangement Holders. A separate list will be created for Aboriginal suppliers under the Set-Aside Program for Aboriginal Business.
5. There is no limit to the number of Supply Arrangement's to be put in place.

PART 5 CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. CERTIFICATION PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards upon request by the Contracting Authority. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

1.1 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture:

- a) () is not subject to the FCP, having a workforce of less than 100 permanent full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- c) () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

SIGNATURE

DATE

1.2 FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers must provide the information required below.

Definitions

For the purposes of this clause,

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

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made up of former public servants; or
- iv. 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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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

Is the Supplier a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Supplier must provide the following information:

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

Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Supplier must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

SIGNATURE

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cx006

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1.3 CANADIAN CONTENT CERTIFICATION

1.3.1. SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

1.3.2. This procurement is limited to Canadian services.

The Supplier certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

SIGNATURE

DATE

1.4 REQUIREMENTS FOR THE SET-ASIDE FOR ABORIGINAL BUSINESS

The Supplier certifies that it:

- Wishes to be considered under the Set-Aside Program for Aboriginal Business. (Suppliers wishing to be considered must complete the additional certifications below.)
- Does not wish to be considered under the Set-Aside Program for Aboriginal Business.

SIGNATURE

DATE

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship

or

- a limited company
- a co-operative
- a partnership
- a not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control,

or

- A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture. When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three (33) percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract. The Supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to Suppliers **in the Set-Aside Program for Aboriginal Business?**

Yes.

In respect of a supply arrangement, (goods, service or construction), on which a Supplier is making a proposal which involves subcontracting, the Supplier must certify in its offer that at least thirty-three (33) percent of the value of the work performed under the supply arrangement will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the supply arrangement less any materials directly purchased by the contractor for the performance of the supply arrangement. Therefore, the Supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The Supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the Supplier with information, substantiating its compliance with the Program, and authorize the Supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the Supplier to exact or enforce such a provision will be deemed to be a breach of supplier arrangement and subject to the civil consequences referred to in this document.

As part of its offer, the Supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

- a. meets the requirements for the Program and will continue to do so throughout the duration of the supply arrangement;
- b. will, upon request, provide evidence that it meets the eligibility criteria;
- c. is willing to be audited regarding the certification; and
- d. acknowledges that if it is found NOT to meet the eligibility criteria, the Supplier shall be subject to one or more of the civil consequences set out in the certification and the supply arrangement.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the offer is submitted. However, the business should have evidence of eligibility ready in case it is audited. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the supply arrangement. In the event that the supply arrangement is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the supply arrangement and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business.

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three (33) percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques. Evidence that a subcontractor is an Aboriginal business (where this is required) to meet the minimum Aboriginal content of the supply arrangement is the same as evidence that a prime contractor is an Aboriginal business.

Who is an Aboriginal person for the purposes of the set-aside program for Aboriginal business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
- membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Economic Development Program Directorate in the Department of Indian Affairs and Northern Development at (819) 956-9836 or 1 (800) 400-7677 or fax (819) 956-9837.

1.4.1 Set-aside for Aboriginal Business

(Please check the applicable boxes in 3 and 4 below)

1. A portion of this procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB), as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. The Supplier:

- a. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - b. agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check the applicable box below:
- a. The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- OR
- b. The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Supplier must check the applicable box below:
- a. The Aboriginal business has fewer than six full-time employees.
- OR
- b. The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an offer / arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

1.4.2 Owner/Employee Certification - Set-aside for Aboriginal Business

The Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

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Printed name of owner and/or employee

Signature of owner and/or employee

Date

**PART 6
SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

A. SUPPLY ARRANGEMENT

1. ARRANGEMENT

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

2. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2010-01-11) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supplementary General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, applies to and forms part of the Supply Arrangement.

4. TERM OF SUPPLY ARRANGEMENT

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of award to December 31, 2014.

5. AUTHORITIES

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Daniel Buck
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Communications Procurement Directorate
360 Albert St., 12th Floor
Ottawa, ON K1A 0S5

Telephone: 613-998-8588
Facsimile: 613-993-2581
E-mail address: daniel.buck@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Project Authority

The Project Authority for the Supply Arrangement is identified in the contract issued under the Supply Arrangement.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a contract under the Supply Arrangement and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Supplier's Representative

The Supplier's Representative for the Supply Arrangement is identified in the resulting Supply Arrangement and in any resulting contract under the Supply Arrangement.

5.3.1 Supplier's Internet Site

Supplier's must maintain an Internet site that is accessible by Client Departments and Agencies during the full period of their Supply Arrangement. The purpose of this Internet site is to provide information on the services available and the Supplier's qualifications to provide those services.

The Supplier's Internet Site Address is: _____

6. IDENTIFIED USER

The only Identified User is Public Works and Government Services Canada (PWGSC) - Communication Procurement Directorate (CPD).

7. LIMITATION OF CONTRACTS AWARDED UNDER THE SUPPLY ARRANGEMENTS

There are two tiers of solicitation processes under the Supply Arrangements:

- ✓ Mini Request for Proposals (**Mini-RFP**); and
- ✓ The Request for Proposals (**RFP**) Under the Supply Arrangements.

A Mini-RFP is used for requirements valued at more than \$25,000 including applicable taxes but less than \$200,000 excluding applicable taxes. The following Supply Arrangement Holders will be invited to participate in the solicitation process:

1. One of the "**Primary**" Suppliers picked on a rotational basis; and
2. One Supply Arrangement holder as recommended by the Client; and
3. One of the "**Regional Primary**" Suppliers picked on a rotational basis; and
4. One Supply Arrangement Holder selected at random by PWGSC. The "random" selection will be made using the RAND () function in Microsoft Excel, all of which are determined in accordance with the Basis of Selection at article 2 in Part 4 of the solicitation document.

NOTE: A supplier can only be chosen once per **Mini-RFP** even if that supplier is named under all three levels. In other words, a different supplier must be chosen in other levels; for example, if you choose Company A under the "**Primary**" suppliers list, you must choose any other supplier (the next supplier in the rotation) under the level for "**Regional Primary**" and another supplier for the level for "**Standard**" per **Mini-RFP**.

As a result and as much as possible, all **Mini-RFPs** will have at least four separate bidders to maintain fair competition.

An RFP Under the Supply Arrangements is used for requirements valued at more than \$200,000 but less than \$400,000 excluding applicable taxes. All the “**Standard**” Supply Arrangement Holders will be invited to submit a proposal for this solicitation process.

Overall, individual contracts under the Supply Arrangements must not exceed **\$400,000.00** (Goods and Services Tax or Harmonized Sales Tax excluding).

8. NOTIFICATION OF WITHDRAWAL FROM THE SUPPLY ARRANGEMENT

1. In the event that the SA Holder wishes to withdraw from this SA, the SA Holder will advise the PWGSC SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. After receipt of such notice, the SA Authority will remove the SA Holder from the SA Holders list and consider the SA no longer valid. The SA Holder acknowledges that its withdrawal from the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the PWGSC SA Authority of such notice.
2. If during the course of the SA the PWGSC SA Authority becomes aware that the SA Holder is in violation of the terms and conditions of this SA or any resulting Contract, Canada may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set-out below or take other appropriate action.
3. Canada may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the Client department to use the SA. Canada acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any Contracts made prior to the issuance of such notice.
4. Conditions which may result in withdrawal of authorization to use the SA include, but are not limited to:
 - a. Documented history of chronic poor Contract performance.

The PWGSC SA Authority will meet with the SA Holder within thirty (30) days after reported instances of poor service performance. If, after meeting with the SA Holder, the situation is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn; or,

- b. Documented history of chronic late Contract performance.

The PWGSC SA Authority will meet with the SA Holder within thirty (30) days after reported instances of late Contract performance. If, after meeting with the SA Holder the performance is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn; or,

- c. Documented history of chronic violation of any of the specific terms and conditions detailed in this SA..

The PWGSC SA Authority will meet with the SA Holder within thirty (30) days after reported instances of any such violation. If, after meeting with the SA Holder, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn;

5. Each reported instance of violation will be investigated by the PWGSC SA Authority to confirm that the SA Holder is indeed in violation of the terms and conditions of the SA, or Contract(s).
6. Withdrawal of authorization to use the SA, for whatever reason, does not remove the right of the PWGSC SA Authority or the authorized client to pursue other measures that may be available.
7. If a "**Primary**" Supplier fails to submit a proposal in response to a Request for Proposal (RFP) issued under the Supply Arrangements five (5) times in a row, this will automatically result in the removal of "**Primary**" Supplier status from the Supplier. The Supplier will become a regular Supply Arrangement Holder, which is the "**Standard**" list.
8. If any of the "**Primary**" Supply Arrangement Holders are withdrawn for any reason, or if a "**Primary**" Supplier's status is removed from the Supplier as in item 7 above, the sixth ranked supplier will be transferred to the "**Primary**" Supplier list and so on, if required.

9. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following 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.

- i. the articles of the Supply Arrangement;
- ii. the general conditions 2020 (2010-01-11), General Conditions - Supply Arrangement - Goods or Services;
- iii. *the supplementary general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;*
- iv. Annex A, Statement of Work;
- v. Annex B, Basis of Payment;
- vi. Annex C, Techform A;
- vii. Annex D, Detailed Process for Requests for Proposals Issued Under the Supply Arrangements;
- viii. Appendix 1, Supplier's Choice - Regions of Services; and
- ix. the Supplier's arrangement dated _____.

10. CERTIFICATIONS

10.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10.2 SACC Manual Clauses

SACC Manual clause M3020C (2010-01-11) Status and Availability of Resources;

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification;
SACC Manual clause A3000C (2010-08-16) Aboriginal Business Certification, if applicable.

10.3 Periodic Usage Report - Supply Arrangements

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than **15 calendar days** after the end of the reporting period.

11. APPLICABLE LAWS

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

12. 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - i. 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.
 - ii. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - iii. 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.
 - iv. 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.

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- v. 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.
- vi. 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.
- vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
- viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- ix. 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.
- x. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- xi. 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.
- xii. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- xiii. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- xiv. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- xv. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- xvi. Sudden and Accidental Pollution Liability (minimum 120 hours):To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- xvii.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.
- xviii.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.

13. ERRORS AND OMISSIONS LIABILITY INSURANCE

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

14. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

B. BID SOLICITATION

1. BID SOLICITATION DOCUMENTS

Canada will use the bid solicitation template 2T-MED1 for medium complexity requirements available in the Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>).

The bid solicitation will contain as a minimum the following:

- i. a complete description of the Work to be performed;
- ii. 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- iii. bid preparation instructions;

- iv. instructions for the submission of bids (address for submission of bids, bid closing date and time);
- v. evaluation procedures and basis of selection;
- vi. Certifications; and
- vii. conditions of the resulting contract.

2. BID SOLICITATION PROCESS

- 2 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA as detailed in Clause 8 of the SA document.

2.2 The bid solicitation will be sent to Suppliers directly via e-mail.

2.3 The resulting contract (PWGSC-TPSGC 9400-4 Contract) will be awarded by Public Works and Government Services Canada - Communication Procurement Directorate.

C. RESULTING CONTRACT CLAUSES

GENERAL

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the 2T-MED1 (for medium complexity requirements), general conditions 2010B (2010-08-16) - General Conditions - Professional Services (Medium Complexity) will apply.

The above template is set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/contents-e.jsp>) issued by Public Works and Government Services Canada.

The following clauses and conditions apply to and form part of any contract resulting from a solicitation against the Supply Arrangement.

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. STATEMENT OF WORK

The Contractor must perform the Work described in the call-up against the Supply Arrangement.

3. STANDARD CLAUSES AND CONDITIONS

3.1 General Conditions

2010B (2010-08-16) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 14, Interest on Overdue Accounts, of 2010B (2010-08-16) General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

4. TERM OF CONTRACT

4.1 Period of the Contract

The Work must be completed in accordance with the specifications of the solicitation against the Supply Arrangement.

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority will be identified in each Contract awarded against the Supply Arrangement.

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.

5.2 Project Authority

The Project Authority will be identified in Contract awarded against the Supply Arrangement.

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.

5.3 Supplier's Representative

The Supplier's Representative for the Contract will be identified in each Contract against the Supply Arrangement.

6. PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under any resulting Contract, the Contractor shall be paid a firm price of \$ **as per each Contract** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). 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 Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

6.1 Milestone Payments:

After submission of an invoice and written approval from the Project Authority at the following stages ___ as per each contract ___: GST/HST excluded, if applicable.

6.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7. INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2010B (2010-08-16) General Conditions - Professional Services (Medium Complexity). Claims cannot be submitted until all work identified in the claim is completed.

The original and one (1) copy of each invoice together with attachments, shall be forwarded to the Project Authority and one (1) copy of each invoice with attachments shall be forwarded to the Contracting Authority identified herein.

8. COPYRIGHT

Title to all products resulting from the Work and all materials supplied shall be the property of Canada. The Contractor shall ensure that any articles in its possession shall be stored under suitable conditions (of safety, temperature, humidity, etc.) until shipped, properly identified and packaged. Reproduction of any documents or other data shall not be reproduced without the expressed written permission of the Project Authority.

9. COPYRIGHT MENTION

Incorporation into the end titles of a copyright notice, namely the symbol © followed by the name of the Minister and the appropriate date (year in which the production is completed), in the official languages as follows:

ENGLISH:

© **Her Majesty the Queen in right of Canada**, represented by (Contractor to insert department name and year).

FRENCH:

© **Sa Majesté la Reine du chef du Canada**, représentée par (Contractor to insert department name and year).

The notice shall be on a line by itself and shall be of such a size and time duration as to be easily read.

10. CANADA WORDMARK

Incorporation in each video program and into the final shot of the production, the Canada Wordmark must appear by itself and be of such a size and time duration as to be easily read.

11. RIGHTS

11.1 Data Rights:

All documentation delivered by the Contractor shall become the property of Canada. Canada shall have full and complete rights to duplicate, use and disclose in any manner for the Government of Canada purposes, all or any part of the documents/data specified to be delivered by the Contractor in response to a contract.

11.2 Underlying Rights Requirements:

The Contractor is required to obtain underlying rights to material written, filmed, photographed, drawn, animated, or designed and acquired including talent, music, effects, as well as authoring software license rights for the following items and provide documented proof thereof (releases) and to exhibit the said production by any medium in existence or to be invented including necessary transfers and duplication, for the following:

Utilizations: Educational /informational use, non-commercial*, non-theatrical rights to be distributed by sale, loan and free give-away of copies in any format of any medium invented or to be invented and not limited to public performance, exhibit and public display;

Solicitation No. - N° de l'invitation
EN578-092642/E

Amd. No. - N° de la modif.
EN578-092642/E

Buyer ID - Id de l'acheteur
cx006

Client Ref. No. - N° de réf. du client
EN578-9-2642

File No. - N° du dossier
cx006EN578-092642

CCC No./N° CCC - FMS No/ N° VME

Format: All digital encoded media including hard disk, floppy disk, compact disk (including CD-ROM, CD-ROM-XA, CDI, DVD, DVD-R, ID-ROM, WEB etc.) Compact devices, and any digital or analog audio visual format analogous to the foregoing;

Territory addressed by underlying rights: Canada; and World

Duration: In perpetuity.

* Non-commercial right to distribute the CD-ROM by sale is defined as the free distribution of the product and/or distribution of the product where the following costs are recovered by the distributor (user of the rights): replication, packaging, mailing and shipping.

12. MUSIC RIGHTS AND CLEARANCES

The following information will be required for each contract issued as a result of this Supply Arrangement:

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

- Music Title
- Composer
- Publisher
- Recording number
- Duration used
- Rights obtained

When original compositions and/or effects are used the Supplier must report:

- Music Title
- Composer
- Duration
- Rights obtained

13. TITLE AND PRODUCT IDENTIFICATION NUMBER(S) (PIN Numbers)

Incorporation into the master video, after the colour bars and before the start of the actual program, the release title and the supplied Product Identification Number(s) as follows:

English TITLE: (Working Title)
English PIN 10ENXXXX-01

French TITLE: (Working Title)
French PIN 10FRXXXX-01

OR:

13. TITLE AND CATALOGUE NUMBER(S)

(For the Department of National Defence only):

Incorporation into the master video, after the colour bars and before the start of the actual program, the release title and the supplied Catalogue Number(s) as follows:

English: Supplied by DND
French: Supplied by DND

14. TECHNICAL STANDARDS

In accordance with the Statement of Work as detailed in each solicitation and contract, the finished work shall conform to the highest professional and technical standards of the audio-visual industry in accordance with the state of the art utilized therein, as per attached Techform "A" Technical Specifications. The Minister reserves the right to incorporate and append the Statement of Work, minimum technical and functional specifications as applicable to each contract. Quality control on all finished work shall be done by the Bidder even when the contract states that the Technical Unit will be reviewing the deliverables.

15. TITLE AND PRODUCT IDENTIFICATION OR CATALOGUE NUMBER(S)

Incorporation into the master video, after the colour bars and before the start of the actual program, the release title and the supplied Product Identification or Catalogue Number(s) in accordance with specifications set out in the Techform "A".

16. STORAGE

The Bidder shall ensure that all products resulting from the work and all materials supplied which are in its possession are stored, at no cost to the Project Authority, under suitable atmospheric conditions until properly identified, packaged and shipped

17. INDEMNITY AGAINST MORAL RIGHTS INFRINGEMENT

The Contractor shall indemnify and save harmless Canada and the Minister from and against all claims, losses, damages, costs and expenses sustained or incurred by Canada unless caused by Canada or the Minister, resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Bidder during the term of this Contract and which person is claiming or claims a moral right, as set out under the Copyright Act.

The obligation to indemnify under this clause survives termination of this Contract and shall remain in force for the duration of the Copyright in the Work created under this Contract. In the alternate, the Contractor may provide written waivers of moral rights, signed and witnessed, from every single person that contributed to the writing, creating, producing or editing of the delivered work.

ANNEX "A" STATEMENT OF WORK

A.1 BACKGROUND

The Communication Procurement Directorate (CPD) is responsible for establishing all contracts for video production services for the Canadian Government Departments in accordance with the Treasury Board of Canada Communication Policy. In order to meet the demand in a timely manner, the Directorate must put procurement vehicles in place that will facilitate fast turn-around times while ensuring that the services are being provided by fully qualified firms at a fair and reasonable price.

A.2 OBJECTIVE

Government Departments have a broad scope of video productions produced both for the internal and external audience. Among others, these include informational, educational, promotional marketing, outreach, recruiting, documentary, success stories, training and pedagogical programs. Many videos that are produced are used on many different platforms. There has been an increase for both interactive multimedia / new media and web productions. Most videos required for the web are uploaded to the department's web site however; the various social media platforms are starting to be used. Some clients also require help to plan broad-based communications strategies, using the full suite of audio-visual platforms and communications channels now in use by clients and their audiences.

Formats include SD and HD video, video for the web (whether web casts, web streaming or video on demand) and interactive multimedia / new media platforms. The objective of this Supply Arrangement is to have suppliers who are able to fulfill our clients department varied requirements on an "as and when required basis".

A.3 REQUIREMENTS

The scope of work is varied, in the majority of cases the contractor will be required to produce a complete production, however there will be times when only parts of a production will be requested. For example: only a camera shoot or adaptation of an existing video into another language (versioning). As well, the video may need to be produced and delivered on a variety of media: High Definition (HD), Digital Betacam, HDV tapes or a digital version on hard drives, USB keys, DVD or Blu-ray discs, web versions and others. The contractor is to use broadcast quality equipment when capturing images for all projects.

Video capture using a HDCAM or Digital Betacam camera or an equivalent professional camera must be used unless otherwise specified. If a digital video camera is used, it must have at a minimum a 3 CCD (Charge Coupled Device) chip and must have a minimum sampling ratio of 4:1:1. The only acceptable camera resolutions for High definition are 720p, 1080i, 1080p or 24p. A minimum compression rate of 4:2:2; 16 x 9 aspect ratio (most departments are requesting 1080i). Please see the attached Techform A at Annex "C" for more details. Also please see the deliverables section for more details related to projects for the Department of National Defence (DND) along with some other departments (Transport Canada and Parks Canada).

Suppliers may be required to provide complete videotape program production services, or e-learning product or video/web communication strategies on an "as and when required basis" from the initial concept to approved masters including new media requirements such as, web files, web 2.0, distribution versioning and duplication services or "parts thereof" as detailed herein.

A.4 VIDEO PRODUCTION PHASES

A.4.1 Pre-production:

- i. Research;
- ii. Scripting: may include but not limited to concepts, treatments, drafts, shooting and/or narration scripts, dialogue;
- iii. Story boarding;
- iv. Second language adaptation;
- v. Scheduling;
- vi. Budgeting;
- vii. Location scouting; and
- viii. Rights and Releases.

A.4.2 Production:

- i. Location and studio shooting;
- ii. Casting;
- iii. Personnel & equipment;
- iv. Supplies/stock;
- v. Transportation & travel costs; and
- vi. Props and construction.

A.4.3 Post-production:

- i. Transfers/lab costs;
- ii. Time-coding;
- iii. Image scanning and digitizing;
- iv. Off-line editing; alpha testing;
- v. Visual elements creation, computer animation, computer generated graphics, etc.;
- vi. Personnel & equipment;
- vii. Sound & music recording;
- viii. Sound track edit & mix;
- ix. On-line editing; beta testing;
- x. Digital effects;
- xi. Closed Captioning;
- xii. Describe Video scripts and dubmasters;
- xiii. Mastering;
- xiv. DVDs /Blu-rays with time-code burn-ins with stock shot list;
- xv. Web ready files meeting the present common look and feel (CLF) requirements;
- xvi. Duplication and labelling; and
- xvii. Shipping to destination.

A.5 APPROVALS FOR VIDEO PRODUCTIONS

Each production project shall be organized to allow for approval by the Project Authority at the following stages, for all language versions:

- i. Treatment / scenario;
- ii. Script (usually 2 drafts and final);

- iii. Story boards if required;
- iv. Music, effects;
- v. All visual insert material, including computer animation and generated graphics, titles, credits;
- vi. Talent/narrators;
- vii. Off-line assembly (rough cuts);
- viii. On-line assembly (fine cuts);
- ix. Sound mix;
- x. Closed captioning;
- xi. Describe video scripts and dubmasters;
- xii. Copies;
- xiii. Blu-ray discs; DVDs; CD-ROMs, ID-ROMs;
- xiv. Sub or dubbing masters (may be approved by PWGSC Technical Unit, as noted in each call-up);
- xv. Masters (may be approved by PWGSC Technical Unit, as noted in each contract);
- xvi. All deliverables (may be approved by PWGSC Technical Unit, as noted in each contract).

A.6 DELIVERABLES

6.1 Deliverables for most Departments and Agencies: (will be specified in each contract)

To be included but not limited to:

- i. Master and Dubmaster Tapes on hard drive, HDCAM, Digital Betacam, Blu-ray discs or DVD (Glass Masters) etc... per language versions. All dubmasters must be closed captioned, where applicable (note: this is applicable for the majority of productions);
- ii. copies (type and quantity to be specified in each contract);
- iii. Web ready files meeting the Common Look and Feel (CLF) that is applicable at the time (presently CLF2) :Video, converted into .FLV format; the original .MOV/.WMV video file as alternate versions; an XHTML text transcript of the video; XML formatted time stamped closed captions; PNG placeholder image (this will display until the user clicks 'play');
- iv. All camera originals;
- v. Copies of all rights and releases;
- vi. Detailed Stock shot list;
- vii. Comprehensive edit list; (Electronic version (.txt) file of edit decision list (EDL);
- viii. Copy of all scripts (hard and soft copy); and
- ix. All other deliverables as per Techform A, Annex "C"..

6.2. Deliverables for projects for the Department of National Defence (DND) (please note that other Departments may also request the following deliverables)

The Supplier will provide the following final deliverables (To be included but not limited to:):

- 1. One (1) HD and/or SD master (See note below) for each linguistic version of the video (HDCAM 1080i59.94 DF and/or Digital Betacam);

2. One (1) HD and/or SD dub-master for each linguistic version of the video (HDCAM 1080i59.94 DF and/or Digital Betacam);
3. All original camera material delivered on HDCAM (1080i59.94 DF) and/or Digital Betacam tape format;
4. One (1) Hard Drive Master containing all of the media managed files used in the production of the video and print materials (**see Hard Drive Specifications below**), containing:
 - a. all stock and original footage;
 - b. all computer-generated graphics, raw graphic files, and camera-ready artwork;
 - c. all audio components, including camera original sound, music and sound effects; and
 - d. electronic copy of Production Binder.
5. One (1) DVD (SD) Master of each linguistic version and/or one (1) Blu-Ray (HD) Master of each linguistic version. Each master should be menu-driven and programmed for playback of all complete programs (in their entirety) and access to specific content modules for all programs.
6. Two (2) DVD copies of each linguistic version
7. One (1) Production Binder, containing:
 - i. Copy of all final Scripts (hard and soft copy) and/or Script Outlines;
 - ii. All rights and releases to all production materials;
 - iii. Shipping List of Deliverables;
 - iv. Electronic version (.xml) file of edit decision list (EDL);
 - v. All camera logs and reports using DND-supplied electronic file format; and
 - vi. Production Information Sheet.

NOTE: The following applies to the HD deliverable material:

- ◆ All camera material must be delivered on HDCAM 1080i59.94 DF;
- ◆ Camera footage may be shot using 1080i59.94 DF, 1080P23.98 DF or 720P60;
- ◆ For material that is shot other than HDCAM 1080i59.94 DF, the original footage as well as the transferred material into HDCAM 1080i59.94 DF must be delivered;
- ◆ All electronic camera capture systems originals must be delivered as native file format on firewire drives as well as HDCAM 1080i59.94 DF.

Specifications for Hard Drive Master:

Each Master Hard Drive requires the following elements:

1. One 8-bit uncompressed, flattened Quicktime file, including bars & tone and rendered with no dependencies;
2. Final native project file from editing software. Please specify software make, model, and version number;
3. Consolidated media files (media managed);
4. Text-based EDL/XML file corresponding to original media;
5. Electronic word documents from Production Binder.

Each master must be in its own folder. Project files cannot contain more than one master. Consolidated media must only be used for its respective master. Cross-linking media to other masters is not allowed.

File naming for project folders/files should be as descriptive as possible, and needs to include the language version. Full names are preferred, but acronyms and abbreviations are acceptable. Names such as "DND English" will be rejected.

Folder and File Layout (for each video master)

1. Master 1 Folder

2. "Master 1" Project File
3. "Master 1" EDL/XML File
4. "Master 1" Flattened QuickTime File
5. "Master 1" Media Managed Folder
 - i. All Video/Audio Primary Elements (Camera originals, stock footage, graphics, narration, music, audio mix, etc.
 - ii. All Video/Audio Secondary Elements (After Effects, Motion Graphics, etc.)
6. "Master 1" Production Binder containing electronic files for:
 - iii. PWGSC Original Contract and Amendments
 - iv. Shipping List
 - v. Production Information Sheet
 - vi. Final Recorded Scripts
 - vii. Any relevant correspondence

This hard drive will become the property of DND.

A.7 NEW MEDIA / E-LEARNING PRODUCTIONS

Occasionally e-learning/new media requirements are requested. For these requirements the following approval stages and deliverables are to be incorporated in all contracts. Most e-learning productions (DVDs, blu-ray discs) will be chaptered.

A.7.1 Approval Stages (Acceptances)

Work done and documents/data delivered in response to a contract resulting from this RFSA will be evaluated within a reasonable time frame (maximum 5 working days from receipt of material by the Project Authority - this time frame will not apply to the Alpha and Beta milestones - these 2 milestones will require a minimum of 10 working days) on the basis of suitability, quality, adherence to schedule and specified standards. Providing the deliverables are accepted, the Project Authority will recommend approval. This approval will be the basis upon which payment will be made. The Project Authority reserves the right to require corrective action before authorizing payment or to reject the work if it fails to meet an acceptable standard.

Approval by the Project Authority is required for each of the following production components for both languages (if applicable) prior to proceeding to the next stage:

A.7.1.1 Pre-Development:

- 1 Instructional Design Blue Print / Multimedia design plan;
 - a. must be approved prior to development;
 - b. is to describe the planning, coordination and control details, the development methodology and provide an overview of the multimedia program specifically the design plan will provide:
 - ♦ the level of inter activity;
 - ♦ the presentation displays;
 - ♦ the sequence of presentations and displays and user-computer interaction;
 - ♦ a brief quality assurance plan; and
 - ♦ a trial and evaluation plan.
- 2 detailed treatment;
 - a. a detailed description, look and feel of the screen from the user perspective, including design and layout of the screen functional specifications.

A.7.1.2 Development:

- i. logic flowchart;
- ii. story board;
- iii. graphical interface design for both English and French language versions ;
- iv. draft(s) and final screen text in English and French;
- v. narration and performer scripts for both English and French language versions;
- vi. content;
- vii. music recordings, arrangements, and sound effects;
- viii. graphics including backgrounds, icons, etc.;
- ix. 2D/3D animation;
- x. video clip filming list;
- xi. all audio-visual insert materials (still photos, video clips, etc.);
- xii. all on-screen titles, credits, etc.;
- xiii. digitized media scans including photos, graphics, text, etc.;
- xiv. selection of talent/narrators for both English and French;
- xv. language adaptation;
- xvi. any user guide graphics;
- xvii. multimedia / new media prototype;
- xviii. acceptance test plan; and
- xix. the interface must be tested for error free operation and a test report submitted.

A.7.1.3 Post-Development:

- a. prototype module production and initial screen programming;
- b. program, Alpha Test version, 2 copies;
- c. technical inspection (PWGSC) of video segments on tape (usually a);
- d. program, Beta Test version, 2 copies;
- e. third party Beta testing report (company selected must be approved by Project Authority);
- f. program pre-master;
- g. program master;
- h. program design, setup, and operating documentation;
- i. loading instructions;
- j. programming code (electronic copy and hard copy); and
- k. all deliverables.

A.7.1.4 Any Print Material:

- a. concept and layout;
- b. final artwork (with final text in English and French).

A.7.1.5 Deliverables:

Some of the deliverables that may be required, however, specific deliverables will be detailed as per each contract.

The following will be delivered on completion of the project:

- a. a specified number of copies on DVD or Blu-ray of the final interactive program;
- b. master source code CD-R;
- c. released version completed CD-R;
- d. two (2) DVD or Blue-ray sets of uncompiled source code and multimedia / new media elements;
- e. a hard copy of the source codes;
- f. third party testing report;
- g. one (1) Compilation Master for the program;
- h. two (2) DVD copies for each of the English and French video clips only;

- i. scripts; hard copy and one diskette (of the final scripts);
- j. performers' releases;
- k. music and effects;
- l. fades, dissolves, optical effects, when required;
- m. titles, credits in appropriate languages;
- n. rights required to material filmed or acquired including talent, music and effects, etc.; and
- o. the programming code, well documented, for the whole project, and
- p. program design, setup and operating documentation.

The contract materials and all releases/clearances documents for the rights must be:

- a. individually identified and labeled by release title and production component;
- b. when packed, identified and labeled by release title and production component;
- c. accompanied by a packing slip identifying each individual component shipped; and
- d. shipped as a complete package, not a partial shipment.

ANNEX "B" BASIS OF PAYMENT

All rates are to be in Canadian dollars, GST/HST extra, FOB destination. The following costing related terms and conditions will apply to the RFPs and resulting contracts issued as a result of this Supply Arrangement.

B.1 PROFESSIONAL SERVICES

The rates charged for professional services are all-inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, time in transit, overhead, profit and the like, excepting only GST and HST if applicable.

For the purposes of the contracts issues under this Supply Arrangement, "time in transit" is defined as the length of time (in 30 minute increments) that is required for the Contractor to travel from the Contractor's facilities to the final destination (or vice versa). The means of transportation selected must be in accordance with the Treasury Board Travel Directive. Time in transit (excepting local travel and unless otherwise specifically provided for in the Contract issued under the Supply Arrangements) is subject to verification by and the approval of the Client. Reasonable rest periods will be permitted at the discretion of the Client. Where it is deemed that the Contractor may charge professional services fees for time in transit, the Contractor will only be paid for the actual time in transit as defined above, including reasonable rest periods.

The Supply Arrangement Holder/Contractor is subject to the Applicable Laws as outlined in article 12 (Applicable Laws) of the resulting Supply Arrangements. As such, the Supply Arrangement Holder/Contractor, is responsible for ensuring adherence to these Laws, including any applicable Labour Laws. The rates charged by the Supply Arrangement Holder/Contracto reflect this responsibility and Canada will not be subject to additional charges not expressly laid out herein.

B.2 DIRECT EXPENSES

Direct expenses include any expenses directly incurred by the Supply Arrangement Holder/Contractor during the performance of the Work or for the purpose of the project, relating to the purchase or rental of materials, equipment, supplies, or other required items.

All expenses, general and administrative, normally incurred in providing the services (i.e. word processing; non-project specific reports, photocopying, courier and telephone charges; local travel and the like) are to be included in the rates for professional services identified herein, and will not be permitted as direct expenses under any resulting Call-up against the contract under the Supply Arrangement.

Direct expenses will be charged at net cost with no allowance for mark-up **unless** multiple payments are not permitted by the Client **or** the Supply Arrangement Holder/Contractor is expected to "carry" the cost of the direct expense(s) to the end of the Contract Period. In these cases, direct expenses may be charged at net cost with **up to a 10% mark-up** to cover carrying charges.

B.3 SUBCONTRACTING

Subcontracted items include any expenses incurred during the performance of the Work or for the purpose of the project for which a separate contract exists between the Supply Arrangement Holder/Contactor and the person or firm providing the goods / services.

All subcontracted requirements will be provided at net cost with **up to a 10% mark-up**. Invoices from the Contractor to Canada must be accompanied by copies of invoices from the subcontractors. Invoices from second-tier subcontractors (the subcontractors of the Contractor's subcontractors) are not required under the resulting contracts under this Supply Arrangement.

For each subcontracted service over \$25,000 (taxes included) the Contractor will obtain competitive bids from no fewer than three (3) outside subcontractors. The Contractor must provide to the Contracting Authority and the Project Authority, the names of the subcontractors who submitted bids, the total amount of each bid obtained, the selection criteria and results.

B.4 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

With respect to Modules 2, 3, and 4 of the Directive, meals will be reimbursed based on receipts up to a maximum of the daily allowances specified in Appendix C or D of the Directive, as applicable. If receipts are unavailable, the Contractor may sign a Declaration in order to receive reimbursement.

Note: The Supply Arrangement Holder/Contractor is not an employee of Canada and as such, is not eligible for any Government of Canada employee benefits as they pertain to the Treasury Board Travel Directive, or otherwise.

All travel must have the prior written authorization of the Project Authority.

All payments are subject to Government Audit.

ANNEX "C" TECHFORM A

TECHNICAL SPECIFICATIONS FOR HD VIDEO PRODUCTIONS (February 23, 2009)

DEFINITIONS: FOR THE PURPOSES OF THIS SOLICITATION/CONTRACT, THE FOLLOWING DEFINITIONS (IF APPLICABLE) WILL APPLY.

PROGRAM MASTER and DUB-MASTER

- The final complete recorded version of a program.
- This is the 1st generation video of the complete edited production, with audio laid back on it as per the following Section A5.
- It must be recorded in the HDCAM 1080i59.94 tape format.
- It has a recorded time code (TIC). The TIC will be longitudinal (TLC) plus (where applicable) vertical interval (ITC).
- The ITC, where used, is recorded on lines 16 and 18.

CLOSED-CAPTIONED MASTER

- This is a 2nd generation copy from the Program Master that has had the closed-captioned signal encoded on line 9 of the Luminance Channel.
- It must be recorded in HDCAM 1080i59.94 tape format.
- It conforms to the audio allocation configuration shown in Section A5.
- It has a TIC regenerated on it that matches exactly the TIC recorded on the Edit Master.

HARD DRIVE MASTER

Includes:

- a. One 8-bit uncompressed, flattened Quicktime file, including bars & tone and rendered with no dependencies;
- b. The final native project file from editing software. Please specify software make, model, and version number;
- c. All consolidated media files (media managed);
- d. A text-based EDL/XML file corresponding to original media; and
- e. All electronic word documents from Production Binder.

Each master must be in its own folder. Project files cannot contain more than one master. Consolidated media must only be used for its respective master. Cross-linking media to other masters is not allowed.

File naming for project folders/files should be as descriptive as possible, and needs to include the language version. Full names are preferred, but acronyms and abbreviations are acceptable. Names such as "DND English" will be rejected. The contract document will include all appropriate contract numbers, project titles, DND project numbers, DND catalogue numbers, etc.

Folder and File Layout for each Hard Drive Master:

Master 1 Folder

1. "Master 1" Project File

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2. "Master 1" EDL/XML File
3. "Master 1" Flattened QuickTime File
4. "Master 1" Media Managed Folder
 - a. All Video/Audio Primary Elements (Camera originals, stock footage, graphics, narration, music, audio mix, etc.
 - b. All Video/Audio Secondary Elements (After Effects, Motion Graphics, etc.)
5. "Master 1" Production Binder containing electronic files for:
 - a. PWGSC Original Call-up & Amendments
 - b. Shipping List;
 - c. Production Information Sheet;
 - d. Final Recorded Scripts; and
 - e. Any relevant correspondence.

CAMERA-ORIGINAL MATERIAL

- All camera material must be delivered on HDCAM 1080i59.94 DF
- Camera footage may be shot using 1080i59.94 DF, 1080P23.98 DF or 720P60.
- For material that is shot other than HDCAM 1080i59.94 DF, the original footage as well as the transferred material must be delivered.
- All electronic camera capture systems originals must be delivered as native file format on firewire drives as well as HDCAM 1080i59.94 DF

A. SPECIFICATIONS:

All materials must be new and of professional quality including: tape stock, spools, shells, cases, discs and labels. All tapes must be delivered in suitable permanent plastic cases.

1. There must be enough roll up leader before any recording to ensure stability.
2. The Program Master and Dub-Master must be laid out as follows:
 - a) No less than 45 seconds of SMITE standard split-field color bar test with 400 or 1000 HZ steady test tone on all audio tracks as applicable.
 - b) At least a 4 second video slate on the Program Master and Dub-Master with the following information:
 - i. Release Title
 - ii. Client Department
 - iii. Production Company
 - iv. Length & Date
 - v. PWGSC Contract Number
 - vi. DND Project Number
 - vii. Audio allocation on Program Master (tracks 1, 2,3 & 4 as applicable).
 - c) Video slate must end with 1/3 second (10 frames) color bar and test tone on all audio tracks.
 - d) Ten (10) seconds of coherent black.
 - e) Complete program audio and/or video to end followed by the copyright notice on a black frame.

The Copyright Notice will be:

ENGLISH:

© Her Majesty the Queen in Right of Canada, represented by (supplier to insert Department name),(insert year).

FRENCH:

© Sa Majesté la Reine du Chef du Canada, représentée par (supplier to insert Department name), (insert year).

- f) The animated Canada Word mark on a black frame.
 - g) There must be coherent black to end of tape (minimum 60 sec.)
3. Time code must be present on all tapes (except release copies) and used as follows:
- a. Drop frame type.
 - b. Recorded continuously from start of tape to end of tape.
 - c. Numerically identical on Edit Master and all Masters. (i.e.. regenerated on all Masters)
 - c. Must be TLC recorded on the Address Track on HDCAM 1080i59.94 tape format (may be TLC plus ITC).
 - d. When both TLC and ITC are present, they must be synchronous, contiguous and of identical code numbers.

Sample tape time code layout:

00:59:00:00 - 00:59:45:00	Bars and Tone
00:59:45:00 - 00:59:49:20	Slate
00:59:49:20 - 00:59:50:00	Bars and Tone
00:59:50:00 - 01:00:00:00	Coherent Black
01:00:00:00 - xx:xx:xx:xx	Program

4. All tapes must have a continuous sync track recorded.
5. The following audio allocations are to be maintained on Program Masters and Dub-Masters: (Tracks 3 & 4, where present, must contain the same information as tracks 1 & 2 respectively - unless noted otherwise in contract.):

Stereo	-	Track 1 (&3) - final mix left
	-	Track 2 (&4) - final mix right
Mono	-	Track 1 (&3) - final mix
	-	Track 2 (&4) - final mix
Bilingual	-	Track 1 (&3) - English - final mono mix
	-	Track 2 (&4) - French - final mono mix

B. GENERAL STANDARDS:

- 1) Video White Levels should not exceed 100 IRE for component signals, and Program Black Levels should not extend below 0 IRE. Neither the program luminance whites nor blacks should be clipped excessively. For colour difference signals R-Y and B-Y, levels shall not exceed 100 IRE or fall below 0 IRE when set at a 350 mV offset.

- 2) Vertical Blanking should equal lines 1-20 and lines 561-563 of the first field and lines 1124-1125 in the second field.
- 3) Horizontal Blanking should fall within 280 clock periods and a maximum of 292 clock periods, creating a blanking width of between 3.775 microseconds and 3.935 microseconds when a clock period is equal to 13.48 nanoseconds.
- 4) RGB Gamut should not exceed 120 IRE for component signals. Neither the program luminance or colour should be clipped excessively.
- 5) All tapes must have a SMPTE split-field colour bar test signal with an accompanying 400 or 1000 HZ steady test tone, recorded at the head. The colour bar test should measure the standard 1 volt with the peak white flag at 100 units and the black clamp level at 7.5 units. The phase and chroma intensity of the colour bar must relate directly to the following program video. The test tones must be recorded on all applicable tracks at 0db on the VU meter. The test tone level must relate directly to the following program audio.
- 6) The colour burst with the colour bars must measure 40 units peak to peak when chroma is set with the peak white flag at 100 units. Colour burst must remain at 40 units peak to peak throughout the recording. Colour burst must be recorded on all materials both monochrome and colour.
- 7) The average audio level shall be 0 VU with no audio excursion to exceed plus 3 VU as related to the 0 VU level Test Tones.
- 8) As well as the preceding items, the following will be considered criteria for possible rejection of video and/or audio recordings:
 - a) Colour shifts, banding or velocity error;
 - b) More than 10 video dropouts (of 1 line or less) per half hour;
 - c) Any video dropouts of more than 1 line;
 - d) Horizontal shift at edit points;
 - e) Audio distortion, clipping or dropouts;
 - f) Soft focus for other than special effects;
 - g) Pixilation or posterization due to digital over-compression or under-sampling for other than special effects;
 - h) Physical defects on tape or cassette materials;
 - i) Titles out of SMPTE TV Safe Title area; and
 - j) Any other errors that deviate from NTSC standard recording practice
- 9) Specialized formats, settings for noise reduction or picture enhancement must be verified with the Contract Authority for possible implications prior to utilization.

C. TAPE LABELS:

Labels should provide the following information: (as applicable)

Project Title:

Client Group:

Language: Master Date: Length:

PWGSC Contract Number:

DND Project Number:

Audio Track 1 (&3):

Audio Track 2 (&4):

Tape Description:

(For example: Master, Dub-Master, Camera Original, Closed Captioned, etc.)

D. SHIPPING INSTRUCTIONS:

All Production Deliverables specified in the solicitation/contract must be shipped to DND for technical inspection and should be labelled and shipped as follows:

TBD

Project Title:

Project No:

PWGSC Contract/Call-up No:

E. DELIVERABLE MATERIALS:

1. Tape Masters and Dub-Masters:
All masters and dub-masters must conform to format and standards itemized in contract and described above in Definitions and Sections A and B.
2. Hard Drive Master:
The hard drive master must conform to format and standards itemized in contract and described above in Definitions and Sections A and B.
3. Videotape, Blu-ray, DVD and Digital Copies:
All copies delivered in quantities and format (without Colour Bars, Slate, etc.) as specified in the contract. All other GENERAL STANDARDS apply to copies (within the technical limits of the format).
4. Camera and Sound Originals:
All sound and images recorded during production must conform to format and standards itemized in contract and described above in Definitions and Sections A and B.
5. Stock Shots:
All stock footage and audiovisual materials obtained for this production.
6. Computer Generated Material:
Digital copy of all computer generated animation, titles, graphics and/or illustrations along with detailed description of the software and the hardware configuration used to create the material.
7. Audio Tracks (as applicable):

Separate music tracks, separate effects track, separate dialogue track, separate narration track and final mix track to be supplied. All tracks to be synchronous with picture. Platform and sampling rate to be identified for computer mixed audio.

8. All Production Elements used in the making of the program that may be required for making modifications or changes to the program.
9. Production Workbook to include:
 - a) Final Scripts:
Typewritten copy of the narration and dialogue in form finally recorded in English, French and other languages as required.
 - b) Title and Credit List:
List of approved Titles and Credits in English and in French
 - c) Releases for all Performers:
Indicating names of all persons recorded for this contract on behalf of the Minister with appropriate signed waivers and/or release forms.
 - e) Rights for Performances, Stock Shots, Music and Effects:
Indicating all performances, stock footage, music and effects purchased on behalf of the Minister including releases and rights obtained with their sources and rights expiration dates.
 - f) Camera/Sound Reports:
Shot list notes to include scene and take, shot description, tape number, director, working or release title and audio allocation.
 - h) Production Information Sheet (PIS):
Detailed project information as outlined in DND-supplied form.
 - i) Shipping List of Materials Delivered:
Completed shipping list prepared as per Section F.

F. SHIPPING LIST

Title: _____ **DND Project Number** _____

PWGSC Contract Number _____

Quantity: _____ **boxes containing:**

Program Master	English:	_____ (quantity & format)
	French:	_____ (quantity & format)
Dub-Master	English:	_____ (quantity & format)
	French:	_____ (quantity & format)
Hard Drive Master	Bilingual:	_____ (quantity & format)
Closed-cap Master	English:	_____ (quantity & format)
	French:	_____ (quantity & format)
Blu-Ray Copies (DPAPS)	English:	_____ (quantity & format)
	French:	_____ (quantity & format)
Blu-Ray Copies (Client)	English:	_____ (quantity & format)
	French:	_____ (quantity & format)
DVD Copies (DPAPS)	English:	_____ (quantity & format)
	French:	_____ (quantity & format)

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DVD Copies (Client)	English:	_____	(quantity & format)
	French:	_____	(quantity & format)
Camera Originals		_____	(quantity & format)
Sound Elements		_____	(quantity & format)
Stock Shots		_____	(sources)
Computer Generated Material		_____	(disc or letter)
Production Workbook including:			
	Final scripts	_____	
	Talent Releases	_____	
	Music and Effects Rights	_____	
	Camera Reports	_____	
	Production Information Sheet	_____	
	Shipping List	_____	
Other items	Artwork,	_____	
	Production Stills	_____	

**NOTE: Deliverable materials incomplete or improperly labeled and/or packaged
WILL BE RETURNED TO THE CONTRACTOR AND FINAL PAYMENT WILL BE WITHHELD**

ANNEX "D"
DETAILED PROCESS FOR REQUESTS FOR PROPOSALS
ISSUED UNDER THE SUPPLY ARRANGEMENT

1. STATEMENT OF WORK (SOW) - DEFINING THE REQUIREMENT

The first step is to determine the requirement and prepare a SOW for a specific work requirement. The information in the SOW should be in sufficient detail to enable the SA Holders to provide accurate estimates of cost/price, required level of effort, other direct costs, schedules for milestones and deliverables with completion dates and the total price. SOWs for professional services will, to the extent possible, indicate the required resource categories along with the estimated number of hours required for each resource. The SOW should clearly define the specific requirements being procured.

2. EVALUATION CRITERIA

The evaluation criteria will be delineated in the Mini request for proposal (Mini-RFP) or the Request for Proposals (RFP). Evaluation criteria will be categorized either as mandatory or as rated evaluation criteria. Associated weighting factors with regard to rated requirements will be identified. Evaluation criteria can be subject to both a mandatory and a point rated evaluation system.

2.1 Mandatory Evaluation Criteria

Mandatory evaluation criteria identify at the outset the minimum requirements for bids to be considered. Mandatory evaluation criteria are evaluated on a simple pass/fail basis. When mandatory evaluation criteria are used, the Mini-RFP/RFP will clearly indicate that failure to meet any of the mandatory criteria will render the bid non-compliant and that it will be given no further consideration. Mandatory criteria will be expressed by using imperative verbs such as "must" and "will".

2.2 Point Rated Evaluation Criteria

The Mini-RFP/RFP will clearly state all evaluation factors and their relative importance. Point rated evaluation criteria will be used to establish the minimum requirements (by setting a passing mark) that a bid must meet to be considered a valid and responsive proposal. The evaluation can be set to include an overall pass mark for proposals or pass mark for each individual evaluation criterion, and/or a group of criteria.

Point rated criteria identify those elements that can be evaluated on a variety of characteristics to determine the relative technical merit of each proposal.

3. BASIS OF SELECTION

The highest point rated proposal within a specified budget will be selected. With this selection method, the supplier who has provided a firm price that is within the project budget and who has received the highest point rating for their technical proposal will be recommended for contract award.

4. BASIS OF PAYMENT

A Firm Price contract will be used. Multiple invoice payments will be permitted.

5. STEPS IN THE RFP PROCESS FOR ALL COMPETED REQUIREMENTS

The Mini-RFP/RFP as issued by the PWGSC Contracting Authority will include a Statement of Work (SOW), the evaluation criteria, the basis of selection and a bid closing date. The Mini-RFP/RFP will be sent electronically to SA Holders via e-mail.

There are two tiers of solicitation processes under the Supply Arrangements. The first is a Mini Request for Proposals (Mini-RFP) and the second is the Request for Proposals (RFP) under the Supply Arrangements.

A Mini-RFP is used for requirements valued at more than \$25,000 including applicable taxes but less than \$200,000 excluding applicable taxes. The following Supply Arrangement Holders will be invited to participate in the solicitation process:

1. One of the "**Primary**" Suppliers picked on a rotational basis; and
2. One Supply Arrangement holder as recommended by the Client; and
3. One of the "**Regional Primary**" Suppliers picked on a rotational basis; and
4. One Supply Arrangement Holder selected at random by PWGSC. The "random" selection will be made using the RAND () function in Microsoft Excel, all of which are determined in accordance with the Basis of Selection at article 2 in Part 4 of the solicitation document.

NOTE: A supplier can only be chosen once per **Mini-RFP** even if that supplier is named under all three levels. In other words, a different supplier must be chosen in other levels; for example, if you choose Company A under the "**Primary**" suppliers list, you must choose any other supplier (the next supplier in the rotation) under the level for "**Regional Primary**" and another supplier for the level for "**Standard**" per **Mini-RFP**.

As a result and as much as possible, all **Mini-RFPs** will have at least four separate bidders to maintain fair competition.

An RFP Under the Supply Arrangements is used for requirements valued at more than \$200,000 but less than \$400,000 excluding applicable taxes. All Supply Arrangement Holders will be invited to submit a proposal for this solicitation process.

Overall, individual contracts under the Supply Arrangements must not exceed **\$400,000.00** (Goods and Services Tax or Harmonized Sales Tax excluding).

As indicated in the Mini-RFP or the RFP, the SA Holder will be required to submit a proposal within the specified time frame. The time frame will be determined based on the complexity of the requirement.

As requested, the SA Holder will submit a proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the Mini-RFP or RFP. The Bidder's proposal is not intended to duplicate the SOW, but rather to offer a description of how and when the Bidder proposes to satisfy the requirement, along with the proposed prices for doing so.

Bidders may request written clarification of Mini-RFP/RFP requirements. Such requests for clarification will be sent to the PWGSC Contracting Authority through electronic means or through written correspondence by the date indicated in the Mini-RFP/RFP and within the parameters stated in the Mini-RFP/RFP.

The PWGSC Contracting Authority will answer clarification requests to all bidders. As a result of clarification requests, the PWGSC Contracting Authority will determine if any revisions to SOW requirements or evaluation criteria is required, and if necessary, issue an amendment to the Mini-RFP/RFP.

6. EVALUATION OF PROPOSALS

The proposal will be evaluated consistent with the evaluation factors identified in the Mini-RFP/RFP.

7. CONTRACT AWARD

Contracts awarded under the SAs will clearly specify the work to be performed for the full period of performance, including option years. The PWGSC Contracting Authority will award Contracts in accordance with Part 6 C - Resulting Contract Clauses of this SA, and incorporate the Statement of Work and the final proposal by reference. The Contract authorizes the SA Holder to proceed based upon the agreed technical requirements, milestone and deliverable schedule, including start and end dates for each milestone or deliverable. The SA Holder will not commence work until an approved Contract has been received from the PWGSC Contracting Authority, at the beginning of the period. The SA Holder acknowledges that any and all work performed in the absence of the aforementioned Contract will be done at the SA Holder's own risk, and Canada will not be liable for payment therefor, unless or until a Contract is provided by the PWGSC Contracting Authority.

8. DEBRIEFS

At contract award, the PWGSC Contracting Authority will notify all bidders as to which SA Holder is being awarded the contract.

If a Bidder has questions as to why their proposal was not selected, the Bidder may direct written or verbal questions to the PWGSC Contracting Authority **within ten (10) working days** after contract award. The PWGSC Contracting Authority will debrief the Bidder in writing.

9. CONTRACT AMENDMENTS

The estimated total cost authorized for each Contract is not to be exceeded unless and until an increase is authorized by a formal Contract amendment and in accordance with the limits defined herein. No amendment of a Contract will be binding upon the Contractor or Canada unless a formal Contract amendment has been issued by the PWGSC Contracting Authority. Likewise, Canada will not be liable for any adjustment to the price of a Contract on account of a change, unless the change is authorized in writing by the PWGSC Contracting Authority.

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ANNEX "E"
RFSA EVALUATION GRID

EVALUATION SUMMARY	
MANDATORY REQUIREMENTS: <input type="checkbox"/> MET <input type="checkbox"/> NOT MET	
Mandatories Checked by:	Date:
RATED REQUIREMENTS	SCORE ACHIEVED
R.1 EXPERIENCE OF THE FIRM AND QUALITY OF SAMPLES PROVIDED	
R.1.1) Demo samples demonstrate creative and technical excellence.	____/ 40 points
R.1.2) The effective use of treatment, script, language and visual techniques to communicate the themes and messages.	____/ 40 points
R.1.3) Demonstrates a wide variety of visual and dramatic devices, such as: graphic animation sequences; typography/on-screen text; motion graphics and animations; still imagery; imported (stock) film footage; off-camera and on-camera narration; music; sound and special effects.	____/ 10 points
R.1.4) The audio-visual production outcomes.	____/ 10 points
OVERALL TOTAL	____/ 100 points
Overall Comments:	

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EVALUATION TEAM SIGNATURES:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

NOTE TO EVALUATORS: This evaluation grid contains the basic criteria. This grid must be used in conjunction with the RFSA document to ensure the evaluation is being conducted strictly in accordance with the published criteria.



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1.1 TECHNICAL EVALUATION

1.1.1 MANDATORY REQUIREMENTS

Evaluation Criteria	Met	Not met
The bid submission requirements of Standard Instructions 2008 are met.		
The certifications in Part 5 have been completed and signed (either upon or following bid submission).		
Comments:		

Evaluation Criteria	Met	Not met
M.1 IDENTIFICATION OF THE FIRM		
The Supplier MUST identify the owners and management of the firm and the legal incorporated name as well as the organizational structure.		
Comments:		

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Evaluation Criteria	Met	Not met
M.2 INTERNET SITE		
Suppliers MUST have an Internet site that is accessible by Client Departments and Agencies. The purpose of this Internet site is to provide information on the services available and the Supplier's qualifications to provide those services. Therefore, in order to meet this mandatory requirement, the Supplier MUST have an Internet site and provide the active Internet address.		
Comments:		

Evaluation Criteria	Met	Not met
M.3 SUPPLIER'S CHOICE - REGIONS OF SERVICES		
Suppliers MUST complete Appendix "1" - Supplier's Choice - Regions of Services in order to identify for which region(s) they are providing the required services.		
Comments:		

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Evaluation Criteria	Met	Not met
<p>M.4 EXPERIENCE OF THE FIRM (The demo samples will be rated under R.1)</p> <p><input type="checkbox"/>The Supplier MUST demonstrate their experience by submitting one (1) DVD or one (1) Blu-ray demo of at least four (4) samples produced and completed within the last five (5) years. The total running time of the samples MUST not exceed twenty (20) minutes in length. The productions MUST have been completed entirely by the Supplier in its original language under a separate contract with the public sector or private industry.</p> <p><input type="checkbox"/>One (1) of the samples MUST demonstrate the Suppliers ability to produce a video based audio-visual production for internal or external audiences for government (federal, provincial or municipal), for non-government organizations (NGA's) or be a corporate video.</p> <p><input type="checkbox"/>One (1) of the samples MUST demonstrate the Supplier's ability to produce an audio-visual production that was tailored and posted to the Internet or adapted for Internet use.</p> <p><input type="checkbox"/>One (1) of the samples MUST demonstrate the Suppliers ability to work in both official languages (English and French). Productions that have voice-overs, fully narrated or subtitled are not acceptable to demonstrate bilingual capability. For added details, a bilingual production is one in which there is both English and French equally and substantively represented in the same production. An adaptation is where after a production is produced in one language, it is then adapted into the other language taking into consideration the social and cultural differences of the target language population. An adaptation is not a straight translation.</p>		
Comments:		

OFFERS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

1.1.2 RATED TECHNICAL CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. To be considered compliant, bidders must obtain the required minimum of 70 percent of the points for each rated criteria and an overall passing mark of 80 points on a scale of **100 points**. Proposals scoring less will not be given further consideration.

NOTE: Percentage factors will be the basis used to allocate points for all rated requirements. The number of points will be calculated depending on the total value given for each criterion. For example, if we give 0.7 as a score for R.1.1 (40 points X 0.7 = 28 points), this is equal to 70% of the total value given for that criterion. We cannot deviate from the established scoring grid. For example, we could not give a score of 0.75 (75%). We would have to choose between a 0.7 or a 0.8 (70% or 80%).

INSTRUCTIONS TO EVALUATORS

PLEASE READ THE FOLLOWING CAREFULLY AND IN ITS ENTIRETY PRIOR TO COMMENCING THE EVALUATION OF THE RATED REQUIREMENTS.

1. The following scoring grid will be used for the evaluation of the rated criteria.
2. ONLY the Percentage Factors indicated in the table are to be entered into the evaluation grids that follow. In other words, evaluators MUST choose from ONLY the following available Percentage Factors: 1, 0.9, 0.8, 0.7, 0.5, and 0. Factors such as 0.65, 0.85, etc. MUST NOT be used.
3. The "Points" and "Total Points" boxes in the grids will be calculated based on the Percentage Factor(s) assigned. Evaluators MUST NOT select a number for "Points" which does not correspond to a Percentage Factor. For example, 3/10 is not an acceptable score as 0.3 is not an available
- 4.

**R.1 EXPERIENCE OF THE FIRM AND QUALITY OF SAMPLES PROVIDED
(Maximum: 100 points - Minimum: 70 points)**

The video demo will be evaluated on the following rated criteria:

R.1.1 Demo samples demonstrate creative and technical excellence (40 points).

At a minimum, we are looking for the following criteria: your approach (is it attractive, creative, innovative or appropriate); the quality of images; quality and effectiveness of cinematography, the use of special effects and graphics; use of camera angles; lighting; editing; and effective use of music and sound.

Demo Samples – Up to a maximum of 40 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 40
<p>Percentage factors utilized for the evaluation of the demo samples:</p> <p><u>Not acceptable (0)</u>: The information provided was unsuitable or insufficient.</p> <p><u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.</p> <p><u>Acceptable (0.7)</u>: This is the established minimum. All of the above mentioned criteria are acceptable. Meets the minimum for technical standards. Demo demonstrates some creativity and innovation.</p> <p><u>Good (0.8)</u>: Slightly exceeds the established minimum, with one or two criteria that are very good. Approach demonstrates creativity and innovation.</p> <p><u>Very Good (0.9)</u>: The majority of the criteria are very good. One or two criteria may be excellent. Approach demonstrates very good creativity and innovation without being outstanding.</p> <p><u>Outstanding (1)</u>: Very unique, bold, and creative approach. Has excellent quality and use of images. Outstanding cinematography. Demo demonstrates excellent use of special effects and graphics and lighting. Has very appropriate use of music and sound.</p>			
Comments:			Total Points / 40

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R.1.2 The effective use of treatment, script, language and visual techniques to communicate the themes and messages. (40 points)

At a minimum, we are looking for the following criteria: engaging and complete storyline, clear script, proper use of language, quality of translation, effective communication of content and messages both in narration and on-camera, including the use of other techniques to get the message across.

Treatment, script, language and visual techniques – Up to a maximum of 40 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 40
Percentage factors utilized for the evaluation of the visual and dramatic devices: <u>Not acceptable (0)</u> : The information provided was unsuitable or insufficient. <u>Limited (0.5)</u> : Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum. <u>Acceptable (0.7)</u> : This is the established minimum. All of the above mentioned criteria are acceptable, and meets the established minimum. The treatment, script, language and technique adequately help convey themes and messages. <u>Good (0.8)</u> : Slightly exceeds the established minimum, with one or two criteria that are very good. Treatment, script, language and technique help convey the themes and messages. <u>Very Good (0.9)</u> : The majority of the criteria are very good. One or two criteria may be excellent. Treatment, script, language and techniques effectively communicate themes and messages without being outstanding. <u>Outstanding (1)</u> : Outstanding delivery of content and messages. Treatment, script, language and techniques are communicated very well, both in narration and on-camera. Appropriate techniques are used.			
Comments:			Total Points / 40

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R.1.3 Demonstrate a wide variety of visual and dramatic devices, such as: graphic animation sequences; typography/on-screen text; motion graphics and animations; still imagery; imported (stock) film footage; off-camera and on-camera narration; music; sound and special effects (10 points).

At a minimum, we are looking for the use of six (6) of the ten (10) above-mentioned visual or dramatic devices.

Visual and dramatic devices – Up to a maximum of 10 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 10
<i>Percentage factors utilized for the evaluation of the visual and dramatic devices:</i> <u>Not acceptable (0)</u> : The information provided was unsuitable or insufficient. <u>Limited (0.5)</u> : Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum. <u>Acceptable (0.7)</u> : This is the established minimum. At least six (6) of the listed devices are effectively used, and the demo meets the established minimum. <u>Good (0.8)</u> : Slightly exceeds the established minimum, with two (2) or three (3) of the devices that are very good. <u>Very Good (0.9)</u> : The majority of the criteria are very good. Four (4) or five (5) criteria may be excellent, without being outstanding. <u>Outstanding (1)</u> : A very effective blend of six or more visual or dramatic devices and are relevant to the subject matter. The quality and effectiveness of at least six (6) devices are outstanding.			
Comments:			Total Points / 10

R.1.4 The audio-visual production outcomes. (10 points)

At a minimum, the Supplier should describe the success of the projects. What was the feedback from the audience, if any? We are aware that many Suppliers are not in control of evaluating the projects success/use, nor always able to monitor audience feedback, however a written and signed client testimonial on how the video's were used and received would suffice.

Audio-Visual Production Outcomes – Up to a maximum of 10 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 10
<p><i>Percentage factors utilized for the evaluation of the outcome of the videos:</i></p> <p><u>Not acceptable (0)</u>: The information provided was unsuitable or insufficient.</p> <p><u>Limited (0.5)</u>: Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.</p> <p><u>Acceptable (0.7)</u>: This is the established minimum. The supplier communicated in an appropriate manner the outcome of the projects.</p> <p><u>Good (0.8)</u>: The supplier communicated its subject matter in a manner that is rather effective and appropriate of the outcome of the projects.</p> <p><u>Very Good (0.9)</u>: The supplier communicated its subject matter that is very effective and appropriate of the outcome of the projects. Very good details were provided. The client testimonial confirmed the high level of audience acceptance.</p> <p><u>Outstanding (1)</u>: The supplier communicated its subject matter that is excellent and appropriate of the outcome of the projects. Outstanding details were provided. The client testimonial confirmed the high level of audience acceptance.</p>			
Comments:			Total Points / 10

Total points allocated for the Rated Criteria R.1: _____ / 100 points

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SUMMARY OF POINTS AWARDED TO THE SUPPLIER			
Rated Criteria	Maximum Points	Minimum Points	Points Awarded to Bidders
R.1 EXPERIENCE OF THE FIRM AND QUALITY OF SAMPLES PROVIDED			
R.1.1 Demo samples demonstrate creative and technical excellence	40	28	
R.1.2 The effectiveness use of treatment, script, language and visual techniques to communicate the themes and messages	40	28	
R.1.3 Demonstrate a wide variety of visual and dramatic devices, such as: graphic animation sequences; typography/on-screen text; motion graphics and animations; still imagery; imported (stock) film footage; off-camera and on-camera narration; music; sound and special effects	10	7	
R.1.4 The audio-visual production outcomes	10	7	
OVERALL TOTAL	100	70	000

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APPENDIX "1"
SUPPLIER'S CHOICE - REGIONS OF SERVICES

Please identify for which region(s) you are offering to provide the required services by checking the appropriate item. More than one (1) region can be checked.

_____ British Columbia

_____ Prairies

_____ Ontario

_____ Quebec

_____ Atlantic

_____ National Capitol Region (NCR)

APPENDIX "2"
VIDEO DEMO - "PROPOSED PROJECT FACT SHEET"

In order to ensure that the evaluation team gets the information needed to evaluate the demo, please ensure that the following information is provided on a "per project" basis.

Client:	Company, department or agency name.
Client Contact:	Name and contact information for company/department/agency representative that managed the project.
Description and purpose of production:	Brief description of the production. What was the communications or training challenge? What was the primary goal?
Target Audience(s):	Who was or were the target audience(s)?
Creative Approach:	What creative devices were used? How did these contribute to meeting the stated goal?
Production Dates	When did the project start (contract signing); and when did it end (launch/first use of video)?
Production Budget:	What was the total production cost? (If the program was produced in both English and French, please provide the total cost of both programs).
Project Outcomes	Was the program successfully received by the target audience(s)? Did it achieve its goal?

APPENDIX "3" QUESTIONS AND ANSWERS

Question 1:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.1 states that "The Supplier MUST identify the owners and management of the firm...". How thorough should the identifying of the owners and management be? Should biographies and Resumes be included?

Answer 1:

In order to meet this mandatory requirement, the supplier MUST identify the owners and management of the firm by naming the owners and management of the firm. We will also need to see the legal incorporated name of the firm as well as the organizational structure.

Question 2:

As a media production company, we outsource a lot of directors, writers, videographers, photographers as per the needs of the client and campaign. Should the names of our creative network also be included in the "organizational structure"? How specific and elaborate should we be with respect to biographies and qualifications in this case?

Answer 2:

Unless you are providing a joint venture proposal, an "organizational structure" of your sub-contactors is not required.

Question 3:

In Part 4: the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.2 states that "The purpose of this Internet site is to provide information on the services available and the Supplier's qualifications to provide those services." How heavily will the website be examined and on what point basis?

Answer 3:

In order to meet this mandatory requirement, the supplier MUST have an accessible Internet site and provide us with the active Internet address. No points are allocated for Mandatory Technical Criteria in other words, suppliers must meet all mandatory technical requirements in order to get to the next stage of the evaluation process which is the point rated technical criteria.

Question 4:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 states that "The Supplier MUST demonstrate the Suppliers ability to produce a video based audio-visual production...". Is a company profile required in this section in addition to the demo samples reel?

Answer 4:

In order to meet this mandatory requirement, the supplier MUST demonstrate their experience by providing the samples required within the parameters specified by M.4.

Question 5:

The RFSA provides detailed evaluation criteria with regards to the demo samples, but does not provide any evaluation guidelines for M.1 to M.3. Are we to assume that only M.4 is a "Point Rated Technical Criteria"? If so, how will sections M.1 to M.3 be assessed?

Answer 5:

Mandatory criteria are those that identify the minimum requirements that are absolutely essential in order to evaluate compliance. No points are allocated to mandatory requirements. A supplier either meets or does not meet this requirement. If a supplier does not meet all of the mandatory requirements, the proposal will be deemed non-compliant and will not be given any further consideration. For full details, the mandatory technical criteria are specified from M.1 to M.4.

Rated criteria is to measure the competence and experience of the firm. The quality of the samples will therefore be evaluated and be given points for each rated criteria. The point rated technical criteria are specified from R.1.1 to R.1.4.

Question 6:

My company is a registered business, but is not "incorporated". Does this meet the requirements for M.1?

Answer 6:

Yes, we do not want to know if the firm is Incorporated or not. In order to meet this mandatory requirement, we need to know your legal business name.

Question 7:

Does a sample from a co-production meet the requirements for M.4?

Answer 7:

No, the productions of the samples provided MUST have been completed entirely by the supplier in its original language under a contract with the public sector or private industry.

Question 8:

Can you confirm that for our bid to be responsive, we must have at least 70% of the points for each point-rated criterion (R.1.1 to R.1.4) AND an overall passing mark of 80 points?

Answer 8:

That is correct. In order for your bid to be responsive, you must have at least 70% of the points for each rated criterion (R.1.1 to R.1.4) AND an overall passing mark of 80 points out of a maximum possible total of 100 points.

Question 9:

May the point criteria outlined in R.1.3 on page 14 of 70 be allotted to the four (4) samples produced?

Answer 9:

Yes, we will be looking at all of your samples as a whole.

Question 10:

May we use the same project to meet the four (4) samples produced requirement stipulated in M.4 Experience of the Firm, on page 12 of 70?

Answer 10:

No, as is set out in criterion M.4, the supplier must submit at least four (4) samples produced and completed within the last five (5) years.

Question 11:

Must the running time be between 1 minute and a maximum of 20 minutes for each project submitted?

Answer 11:

No, the running time of the samples must not exceed twenty (20) minutes. This means that for all the samples provided by the supplier, the maximum running time allowed for the video demo will be 20 minutes. To be more precise, the total running time of the demo, which includes all the samples, must not exceed twenty (20) minutes.

Question 12:

Will we be evaluated on the basis of Annex "A" – Statement of Work? Must we take into account the criteria set out in the Statement of Work for our bid to be responsive? Or is the Statement of Work a sample of the work that is likely to be requested by client departments?

Answer 12:

You will be evaluated solely on the basis of the specifications set out in Part 4 - "Evaluation Procedures and Basis of Selection." However, the Statement of Work will give you the scope of the work that will be requested.

Question 13:

Does Annex "C" apply only to the Supply Arrangement Holder?

Answer 13:

Yes, Annex "C" must be completed for every production.

Question 14:

How are you going to evaluate if the firm is qualified under the Standard Clause and Condition 2008 (2010-08-16) on page 60 of 70?

Answer 14:

These are not criteria that are evaluated but requirements for submitting bids.

Question 15:

For our bid to be deemed responsive, must we, before filing our bid, have \$2 million of commercial general liability insurance coverage and \$1 million of errors and omissions liability insurance coverage?

Answer 15:

No. You must, however, be insured for these amounts for each contract awarded under your Supply Arrangement.

Question 16:

Identification of the Firm (mandatory criterion M.1 of Part 4). Would you like to receive a firm profile so that you can have an idea about our overall services and capabilities?

Answer 16:

This is not mandatory but would be very useful.

Question 17:

Experience of the Firm (mandatory criterion M.4 of Part 4). "The productions must have been completed entirely by the Supplier in its original language..." We do not understand the meaning of the expression "original language." We produce videos in both languages for various clients. Sometimes in English, sometimes in French and occasionally in other languages.

Answer 17:

It is important to note that "original language" means the language in which the video was made. If the video is made equally in English and French, it will be considered to be a bilingual sample. If the video is in English, it will be regarded as an English sample, and if it is in French, it will be deemed to be a French sample.

Question 18:

With respect to the "Proposed Project Fact Sheet" that we are asked to complete for each project, what exactly do you mean by "Project outcomes?" What kind of information do you expect to see under this heading?

Answer 18:

A description of the outcome of the audio-visual production. You can send us your impressions or send us information and impressions received from your clients. We want to know whether the production was favourably received by the target audiences and whether the goal of the film was met.

Question 19:

With respect to "The audio-visual production outcomes" (rated technical criterion R.1.4), do the results received (written and signed testimonials) from our clients have a greater point value than our personal observations on the outcomes? In other words, do we receive fewer points if written testimonials from clients are not included?

Answer 19:

The complete evaluation grid is provided in Annex "E." All details as well as the percentage factors that will be used at the time of the evaluation are included. We recommend that you read carefully each available scoring criterion.

Question 20:

In Part 3 - Arrangement Preparation Instructions, it says that an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders should be used. We would like to include, with the "Proposed Project Fact Sheet," colour explanatory photos to enhance understanding. In this situation, would including a few colour photos be acceptable or admissible?

Answer 20:

These documents will be accepted. The Government of Canada promotes green methods and practices, but does not impose any penalty on suppliers not complying with the suggested instructions.

Question 21:

With respect to "Mini RFPs," can you describe the deliverables expected under a "Mini RFP," namely the required rated criteria, the number of pages desired, etc.?

Answer 21:

It is impossible to provide this information in advance, as each call-up on a contract request will be different. Specific criteria will be listed for each "Mini RFP" request.

Question 22:

With respect to the rights for "Canada and World; in perpetuity" on page 36 of the bid solicitation document, the rights to photo and video archives are calculated on the basis of territory, given use and production life. Buyouts are costly and often unnecessary.

Likewise, Internet rights for talent and artists are often calculated annually or by five-year block. These universal rights are not covered in agreements and require negotiations on a case-by-case basis, and are impossible to evaluate during a bid solicitation.

Is Canada aware that these rights requirements might harm the quality of productions by restricting the quantity and variety of sources and talent under a given budget?

Does Canada want and can it always afford to purchase unlimited rights?

Answer 22:

The rights required will be specified in each resulting contract on the basis of the production set out in the document.

Question 23:

With respect to Annex "C," *the masters and originals of the HDCAM camera shoot*," there are currently several alternative modes of HD 1080i59.94 DF *captioning*. These *captioning* modes are saved on cards and produce high-quality electronic files, which can be saved on hard disk or in Blu-ray format. These formats are used and accepted by major public and private television networks in Canada and throughout the world.

Why does Canada require that originals of camera shoots be transferred to HDCAM, which is a costly and unnecessary process (in that the original files are already of high quality and digitized)?

Likewise, some projects perhaps do not require HD masters, for example, if they are intended exclusively for Internet use.

Answer 23:

Annex "C" is currently being revised. The technical deliverables will be specified with each resulting contract, depending on the production set out in the document.

Question 24:

Experience of the Firm (Mandatory criterion M.4 of Part 4). May we provide an excerpt from a production to meet the required criteria? Our productions usually have a running time of 40 to 60 minutes.

Answer 24:

You may submit an excerpt from a production to meet the required criteria. It is really important to understand that the running time of the samples must not exceed twenty (20) minutes. This means that for all the samples provided by a supplier, the maximum running time allowed for the video demo will be 20 minutes. To be more precise, the total running time of the demo, which includes all the samples, must not exceed twenty (20) minutes.

Question 25:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4. Can we provided a sample for work produced for a national broadcaster, therefore a documentary?

Answer 25:

Yes.

Question 26:

For the rated criteria R.1.2 (Part 4: the "Evaluation Procedures and Basis of Selection), are you looking for a written explanation and written samples or are you evaluating the DVD demo with the criteria?

Answer 26:

We will be evaluating the demos by using the criteria specified in each point rated technical criteria (R.1.1 to R.1.4). We will also be using the information provided by the "Proposed Project Fact Sheet" included in the solicitation document at the Appendix "2" to further understand the demos supplied.

Question 27:

For the rated criteria R.1.3 (Part 4: the "Evaluation Procedures and Basis of Selection), do you want us to indicate in written form the visual and dramatic devices that we used in the demo samples or will you be identifying them yourselves?

Answer 27:

We will be identifying them ourselves, however we recommend you use the "Proposed Project Fact Sheet" included in the solicitation document at the Appendix "2" to further add these details.

Question 28:

For the demo samples required, may we include clips from productions that I directed and designed, even if I was not the producer?

Answer 28:

The demo samples MUST have been completed entirely by the supplier in its original language. Please refer to the full text of mandatory requirement M.4.

Question 29:

In the "Errors and Omissions Liability Insurance" clause,

We understood that this type of insurance was typically used for television and feature film production (not for corporate and government video) and that this would not be a requirement for the purposes of this Supply Arrangement. Perhaps it could be requested on a case by case basis?

Answer 29:

You are correct, this type of insurance will be requested only if required. It will be a case by case scenario.

Question 30:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 Experience of the Firm, Point 2 states that "one of the samples MUST demonstrate the Suppliers ability to produce and audio-visual production that was tailored and posted to the Internet or adapted for Internet use". With respect to M.4 request of submitting one DVD or one blue ray, can we provide a Data-DVD of content for playback within an Internet Browser to demonstrate meeting this requirement instead of trying to put Internet video onto a Video-DVD? They are different, and should be played back differently.

Answer 30:

Yes, you may.

Question 31:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.1 - Identification of the Firm, and specifically to the organizational structure. Why is there a requirement to know past a VP level of a department when it is not applicable to the Statement of Work – ie: Do you need to see the Managers of Facilities, when there is no anticipated level of interaction.

Answer 31:

In order to be considered compliant, please provide all information required and specified by each of the mandatory requirements.

Question 32:

In Annex "C" Techform A - "Closed Captioned Master" . The captioning for DVD versus Internet versus Broadcast. Only Broadcast uses the VBI lines (line 9 of the Luminance Channel) for captioning, a DVD uses another method, and Internet has many methods – do we need to address when the mini-RFP comes out, or in this Proposal?

Answer 32:

No, you do not need to address this at this point, each requirement under the Supply Arrangement will have it's specifications.

Question 33:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 states that "The productions MUST have been completed entirely by the Supplier in its original language under a contract with the public sector or private industry.

Most of our productions involve some aspect of subcontracting, often for writing or camera/sound. Other than that, the vast majority of the production is handled in house. Would productions of this nature qualify as demo samples if we are contracted by Canada or a private corporation to produce this content?

In another case we created an elaborate FLASH animation for a corporate client (who's ultimate client was government of Canada) where we handled everything except script writing (which our client subcontracted). Would this production qualify as support material?

Answer 33:

We understand some of the work done by a firm may be subcontracted, this is very standard in this Industry. In order to be compliant for any of the samples provided, the firm must be the lead of the samples submitted.

Question 34:

In the Statement of Work (Annex "A") A.7 New Media / E-Learning Productions - Occasionally e-learning/new media requirements are requested. For these requirements the following approval stages and deliverables are to be incorporated in all contracts. Most e-learning productions (DVDs, blu-ray discs) will be chaptered. Here is my question, as e-learning/new media is identified as a specific category in the statement of work of the RFSA, can a sample interactive production be provided as demo material. Will this be included in the point rated evaluation? Given we would have to provide a complete product and it is non-linear in nature, can we specify a time allocation for this product in our demo material documentation?

Answer 34:

The Statement of Work will give you the scope of the work that will be requested to be performed by the suppliers. However you will be evaluated solely on the basis of the specifications set out in part 4 - "Evaluation procedures and Basis of Selection".

Question 35:

Do we need to use "Proposed Project Fact Sheet" as it is laid out? Our description of creative approach or other descriptions will not fit in the allowed small space. Can we use the headings but expand the boxes or attach a separate sheet to describe the required information?

Answer 35:

Yes you may, however please ensure that all required information is provided on a "per project" basis.

Question 36:

Will the Demo evaluation criteria be applied to the entire video demo as a whole or will each example be evaluated by the set criteria. In other words will each of my 4 examples be evaluated separately ?

Answer 36:

We will be evaluating the demos by using the criteria specified in each point rated technical criteria (R.1.1 to R.1.4). We will also be using the information provided by the "Proposed Project Fact Sheet" included in the solicitation document at the Appendix "2" to further understand the demos supplied. The evaluation committee will also be looking at the samples provided as a whole.

Question 37:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 Experience of the Firm, it is stated that:A bilingual production is one in which there is both English and French equally and substantively represented in the same production. An adaptation is where after a production is produced in one language, it is then adapted into the other language taking into consideration the social and cultural differences of the target language population. An adaptation is not a straight translation.

Therefore, is an adaptation then acceptable or not as a bilingual production?

Answer 37:

Yes an adaptation is considered a bilingual production on the other hand, a straight translation will not be considered a bilingual production.

Question 38:

Can our company submit an audiovisual production that we produced for the client of one of our clients? In other words, this is entirely our production, but we were the sub-contractor for an advertising company that did not have the resources to create audiovisual productions.

Answer 38:

No. For additional details, please see Answer 33 above.

Question 39:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.3 – Suppliers' Choice – Regions of Services – Appendix "1" – How do we indicated we would like to be considered for work in North-West Territories, Yukon and Nunavut?

Answer 39:

This is not an omission, these regions are not offered as a choice in Appendix "1". All work that will be required for these regions are normally Set-Asides for Aboriginal Business.

If a requirement is not to be considered under the Set-Aside Program for Aboriginal Business, it will be proposed to all qualified supply arrangement holders.

Question 40:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 Experience of the Firm. Does the one production need to include both French and English? If so, can the production include subtitles and voice-over to include both languages or do you have requirements for how a 'bilingual' production is presented?

Answer 40:

French and English equally and substantively represented in the same production is acceptable. However, productions that have voice-overs, fully narrated or subtitled are not acceptable to demonstrate bilingual capability.

Please refer to the full text provided by mandatory technical criteria M.4 (Experience of the firm).

Question 41:

In Part 5 – Certifications. Where do we find the required Certifications on-line?

Answer 41:

The Certifications are all included within Part 5 of the Request for Supply Arrangements. They are not available on-line.

Question 42:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 Experience of the Firm. It states that: One (1) of the samples MUST demonstrate the Suppliers ability to produce an audio-visual production that was tailored and posted to the Internet or adapted for Internet use. Do animations qualify as audio-visual productions under this category? In this case I'm referring to broadcast style animations with characters and story, created for the web, as well as animated PSA's for distribution online.

Answer 42:

Animations in this case would be acceptable.

Question 43:

We produce a lot of broadcast design. Can television shows and film opening title sequences be included on the demo DVD? What about commercials?

Answer 43:

These would be acceptable as long as they fall within the specifications and parameters outlined by M.4.

Question 44:

In Part 4, the "Evaluation Procedures and Basis of Selection", the mandatory requirement M.4 Experience of the Firm. It states that: One (1) of the samples MUST demonstrate the Suppliers ability to work in both official languages (English and French). We have created an interactive DVD video that has testimonials in both English and French. There are several interactive components to the DVD. Could we submit our interactive DVD along with our RFSA DVD submission, as a separate component of the application or would you prefer we include a section of our interactive DVD within the 20 minute demo sample?

Answer 44:

We would prefer your firm includes the section of the interactive video within the 20 minute sample video.

Question 45:

Can we include additional printed references of our work outside of what we are submitting on the 20 minute DVD?

Answer 45:

In order to better understand the samples submitted, we strongly suggest your firm complete the Video Demo - "Proposed Project Fact Sheet" located in Appendix "2" of the RFSA solicitation document.

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

cx006

CCC No./N° CCC - FMS No/ N° VME

Question 46:

The solicitation references the 2008 Standard Instructions. These are not included in the solicitation. Could you please provide or indicate where this document can be accessed on-line?

Answer 46:

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. Here is the Internet address:

[Http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp)

Question 47:

Will the Mini-RFP's be weighted in favour of low cost bidders?

Answer 47:

Many factors will be taken into consideration, however in most requests costs will be the determining factor.

Question 48:

We would like to use an example of a show we produced in English and adapted into French that is an animation with no actors speaking on camera. There are bilingual graphics and text animations and the characters voicing are using humour. It is a quirky video and the voices are playing characters offscreen. Would this qualify as an example?

Answer 48:

We cannot pre-qualify any samples, please refer to all specifications and parameters outlined by the mandatory technical criteria M.4 - Experience of the Firm.