

**AUDIO VISUAL PRODUCTION SERVICES
REQUEST FOR SUPPLY ARRANGEMENTS (RFSA)**

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Solicitation No. - N° de l'invitation
EN578-150098/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
cx028

Client Ref. No. - N° de réf. du client
EN578-15-0098

File No. - N° du dossier
cx028EN578-150098

CCC No./N° CCC - FMS No/ N° VME

Title: Audio Visual Production Services Request For Supply Arrangements (RFSA)

**PART 1
GENERAL INFORMATION**

1. INTRODUCTION

The Request for Supply Arrangements (RFSA) is divided into six (6) parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

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

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

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

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

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 Video Demo - "Proposed Project Fact Sheet" is 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 period for awarding contracts under the Supply Arrangement is from January 1, 2015 to December 31, 2016.

Suppliers must provide a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2008.

For services requirements, Suppliers in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Supply Arrangements (RFSA).

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be 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. DEBRIEFINGS

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

6. 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.

7. 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 [1] general list for all firms including 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, 2015 to December 31, 2016. 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, 2017 to December 31, 2017 and from January 1, 2018 to December 31, 2018.

A Notice will be posted once a year for 15 days in 2016 to 2018 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.

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

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

<https://buyandsell.gc.ca/policy-and-guidelines/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 (2014-09-25) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 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.

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 Daylight Time on OCTOBER 22, 2014 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

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. **FORMER PUBLIC SERVANT - NOTIFICATION**

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

4. **FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION**

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC-Labour's website.

5. **ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **seven (7) calendar days** before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada

6. 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.

7. 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 I.I Video demo samples (1 soft copy on USB key)

Section II: Certifications (2 hard copies)

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.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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

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

Section I: Technical Arrangement

In the 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

- a. Offers will be assessed in accordance with the entire requirement of the Request for Supply Arrangement including all of the criteria stipulated herein.
- b. 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 EXPERIENCE OF THE FIRM (The video production samples will be rated under R.1)

The Supplier MUST demonstrate its experience by submitting one (1) USB key demo of at least four (4) different video production samples produced and completed within the last ten (10) years from the closing date of this RFSA.

The total running time of all of the samples combined MUST not exceed twenty (20) minutes in length. Should the running time of the submitted samples exceed twenty (20) minutes in length, only the first twenty (20) minutes will be evaluated.

The productions MUST have been completed entirely by the Supplier under a contract with the public sector or private industry.

The samples MUST be submitted in their original language.

The minimum dollar value of at least one (1) of the sample projects must be \$25,000.00. For the purposes of the evaluation of mandatory criterion M.3, "sample projects" is defined as a contract for the provision of video production services.

1. One (1) of the video production samples MUST demonstrate the Supplier's ability to produce a video based audio-visual production.

2. One (1) of the video production 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.

3. At least one (1) of the video production samples MUST demonstrate the Supplier's ability to work in both official languages (English and French). To demonstrate the Supplier's ability to work in both official languages (English and French) the submitted sample MUST be either of the following:

- A. a production where both the English and French are equally and substantively represented in the same production; or
- B. a unilingual production (in its original language) that demonstrates the official language not demonstrated in the other submitted samples.

Productions that have voice-overs, are fully narrated, are fully animated, are purely text based, or are subtitled/closed captioned are not acceptable to demonstrate the Supplier's ability to work in both official languages.

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

1.1.2 POINT RATED TECHNICAL CRITERIA

Arrangements must obtain a minimum of 70 percent in each rated criterion and sub-criterion. Arrangements that do not obtain a minimum of 70 percent in each rated criterion and each sub-criterion will not be given further consideration.

R.1 EXPERIENCE OF THE FIRM AND QUALITY OF VIDEO PRODUCTION SAMPLES PROVIDED

(Maximum 100 points - Minimum of 70 percent of the available points for each of R.1.1, R.1.2 and R.1.3)

The Supplier will be assessed against the video production samples provided in accordance with **M.3**. Should the running time of the submitted samples exceed twenty (20) minutes in length, only the first twenty (20) minutes will be evaluated.

The USB key demo should be able to be played on any laptop computer.

The USB key demo should be menu driven in MP4 format.

To better understand the samples submitted for the mandatory criterion **M.3**, the following information should also be provided for each video production sample. **Please complete the Video Demo - "Proposed Project Fact Sheet" located in Appendix "1".**

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

The video production samples will be evaluated on the following rated criteria:

**R.1.1 Video production samples demonstrate creative and technical excellence
(Maximum 40 points – Minimum 28 points).**

At a minimum, the following criteria will be evaluated: 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 R.1.1:

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. Approach demonstrates some creativity and innovation.

Good (0.8): Slightly exceeds the established minimum, with one (1) or two (2) criteria that are very good. Approach demonstrates creativity and innovation.

Very Good (0.9): The majority of the criteria are very good. One (1) or two (2) 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. Video production samples demonstrate 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.
(Maximum 40 points – Minimum 28 points).**

At a minimum, we are looking for the following criteria: engaging and complete storyline, clear script, appropriate use of language, quality of translation (if a translation was completed), 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 R.1.2:

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 (1) or two (2) criteria that are very good. Treatment, script, language and technique help convey the themes and messages.

Very Good (0.9): The majority of the above-mentioned criteria are very good. One (1) or two (2) 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 Video production samples 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 (Maximum 20 points – Minimum 14 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 R.1.3:

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.

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): Exceeds the established minimum. The majority of the devices are very good. Four (4) or five (5) devices may be excellent, without being outstanding.

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

R.2 PROJECT MANAGEMENT APPROACH (Maximum 20 points – Minimum 14)

R.2 will be evaluated on the following rated criteria:

The Supplier should propose a general preliminary project management approach for video production projects that provides flexibility and considers client needs.

The Supplier should provide a detailed description of the proposed project management approach and the procedures, schedule controls, as well as the tools and techniques that will be used to plan, organize, direct and control projects.

The Supplier should provide a detailed description of the Supplier's processes to identify risks associated with each video production project and to develop risk mitigation strategies.

The description of the project management approach should illustrate how the Supplier will ensure that performance, quality, scheduled goals are achieved for video production projects.

The description of the project management approach should reflect how the Supplier proposes to work in collaboration with Project Managers and Project Teams for the development of the treatment and production of video production projects. The description should also outline the key areas of video production projects that require input from the Client.

Percentage factors utilized for the evaluation of R.2:

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.** Details provided to describe the Supplier's process; schedule controls and planning tools and techniques. Demonstrates good techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant to video production projects and to develop risk mitigation strategies. Demonstrates client involvement in the approach.

Good (0.8): Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are complete. Demonstrates good techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant to video production projects and to develop risk mitigation strategies. Demonstrates client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities is good.

Very Good (0.9): Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are clear and complete. Demonstrates very efficient techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant video production projects including possible time delays related to approval processes. Clearly describes the Supplier's processes to develop risk mitigation strategies for identified risks and time delays. Demonstrates good level of client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities is very good.

Outstanding (1): Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are clear and complete. Very efficient and innovative techniques to be put in place and used to plan, organize, direct and control projects. Clearly describes the Supplier's processes to identify risks relevant video production projects including possible time delays related to approval processes. Clearly describes the Supplier's processes to develop risk mitigation strategies for identified risks and time delays. Demonstrates excellent client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities demonstrates flexibility.

2. BASIS OF SELECTION

2.1 Minimum Point Rating

To be declared responsive, a supplier must:

- a) comply with all the requirements of the Request for Supply Arrangement (RFSA); and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 70 percent of the available points for each rated criteria and an overall passing mark of **84 points** on a scale of **120 points**.

Suppliers not meeting (a) or (b) or (c) above will be declared non-responsive.

All fully responsive suppliers and all fully responsive Aboriginal suppliers will be listed on the general list of Supply Arrangement Holders. A separate list will be created for Aboriginal suppliers only under the Set-Aside Program for Aboriginal Business.

There is no limit to the number of Supply Arrangement's to be put in place.

3. FINANCIAL VIABILITY

SACC Manual clause S0030T (2011-05-16) Financial Viability

PART 5 CERTIFICATIONS

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

1. CERTIFICATION PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT

1.1 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions 2008. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Additional Certifications Required Precedent to Issuance of a Supply Arrangement

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

1.2.1 Canadian Content Certification

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

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.

1.2.2 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 percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the Contract. The bidder 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 bidders in the Set-Aside Program for Aboriginal Business?

Yes.

In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the Contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the Contract less any materials directly purchased by the Contractor for the performance of the Contract. Therefore, the bidder 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 bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the

Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

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

- i. meets the requirements for the Program and will continue to do so throughout the duration of the Contract;
- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the Contract.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid 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 Contract. In the event that the Contract 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 Contract 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. (See Appendix A for a list of the factors which may be considered by Canada.)

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 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

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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 Contract) 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.

1.2.2.1 Set-aside for Aboriginal Business (Please check the applicable boxes in 3 and 4 below)

1. A portion of this procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual
2. The Supplier:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.

- iii. 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:
- i. The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- OR**
- ii. 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:
- i. The Aboriginal business has fewer than six full-time employees.
- OR**
- ii. 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 arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

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

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

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".

I certify that the above statement is true and consent to its verification upon request by Canada.

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 applicable to this Supply Arrangement.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2014-09-25) 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.

3.3 Supply Arrangement Reporting

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, including those 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.

4. TERM OF SUPPLY ARRANGEMENT

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from January 1, 2015 to December 31, 2016.

4.2 Extension of Supply Arrangement

If the Supply Arrangement is authorized for use beyond the initial period, the Supplier offers to extend its arrangement for two (2) additional one (1) year periods, from January 1, 2017 to December 31, 2017 and from January 1, 2018 to December 31, 2018 under the same conditions specified in the Supply Arrangement.

The Supplier will be advised of the decision to authorize the use of the Supply Arrangement for an extended period by the Supply Arrangement Authority **30 days** before the expiry date of the Supply Arrangement. A revision to the Supply Arrangement will be issued by the Supply Arrangement Authority.

5. AUTHORITIES

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

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

Telephone: 613-949-1285
Facsimile: 613-991-5870
E-mail address: emily.baxter@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

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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. ON-GOING OPPORTUNITY FOR QUALIFICATION

A Notice will be posted once a year for 15 days in 2016 to 2018 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.

8. LIMITATION OF CONTRACTS AWARDED UNDER THE SUPPLY ARRANGEMENTS

An SARFP under the Supply Arrangements is used for requirements valued at more than \$25,000 but less than \$400,000 excluding applicable taxes.

9. COMPETITIVE SOLICITATION PROCESSES UNDER THE SUPPLY ARRANGEMENT

Supply Arrangement Holders will be invited to submit a proposal for this solicitation process based on the following selection process:

- A. Two (2) SA holders picked on a rotational basis; and
- B. Two (2) SA holders as recommended by the Client; and
- C. One (1) SA holder selected at random by PWGSC. The "random" selection will be made from the list of SA holders using the RAND () function in Microsoft Excel.

The SA holders will be given 48 hours from the time they are invited to bid to confirm their intention to bid. If an SA holder intends not to bid on a particular invitation, it must advise the Contracting officer who will remove it from that invitation. If the SA holder was selected on a rotational basis, the next SA holder in the rotation will be invited to submit a bid. In this event, the rotation of SA holders for subsequent opportunities will continue down the list in the established order. Once the list has been completed, the SA holder that declined the opportunity will next be invited, on a rotational basis, in accordance with its position on the established list. If the SA holder was selected at random, another SA holder will be selected at random using the random selection criteria identified above and invited to bid.

In each case, this will only be done once to avoid having to extend the bid closing date.

As a result and as much as possible, all **SARFPs** will have at least five (5) bidders to maintain fair competition.

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 SARFP, 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 SARFP. 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 SARFP 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 SARFP and within the parameters stated in the SARFP.

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 are required, and if necessary, issue an amendment to the SARFP.

10. 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:
 - i. 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,

ii. 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,

iii. 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.

11. 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.

- a. the articles of the Supply Arrangement;
- b. the general conditions 2020 (2014-09-25), General Conditions - Supply Arrangement - Goods or Services;
- c. the supplementary general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Techform A;
- g. Annex D, Detailed Process for Requests for Proposals Issued Under the Supply Arrangements;
- h. the Supplier's arrangement dated _____.

12. CERTIFICATIONS

12.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, or if 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 Supply Arrangement

12.2 SACC Manual Clauses

SACC Manual clause A3000C (2011-05-16) Aboriginal Business Certification, if applicable.

13. 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.

14. 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:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

-
- i. 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.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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.

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.

15. 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.

16. 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:

- a. a complete description of the Work to be performed;
- b. 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- c. bid preparation instructions;
- d. instructions for the submission of bids (address for submission of bids, bid closing date and time);
- e. evaluation procedures and basis of selection;
- f. Certifications; and
- g. conditions of the resulting contract.

2. BID SOLICITATION PROCESS

2.1 Bids will be solicited by the Communication Procurement Directorate of PWGSC for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA as detailed in Clause 9 of the SA document.

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

2.3 The resulting contract will be awarded by Public Works and Government Services Canada - Communication Procurement Directorate only.

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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 - 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 Annex A Statement of Work of the Contract.

3. STANDARD CLAUSES AND CONDITIONS

3.1 General Conditions

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

Section 15, Interest on Overdue Accounts, of 2010B 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

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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 Multiple Payments.

7. INVOICING INSTRUCTIONS

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2010B 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;

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:

Solicitation No. - N° de l'invitation

EN578-150098/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cx028

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

EN578-15-0098

File No. - N° du dossier

cx028EN578-150098

CCC No./N° CCC - FMS No/ N° VME

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 as well as various social media channels. 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), HDV tapes or a digital version on hard drives, USB keys, DVD or Blu-ray discs, and others. The Contractor is to use broadcast quality equipment when capturing images for all projects.

Video capture using a HDCAM or Digital camera or an equivalent professional camera must be used unless otherwise specified. Digital video cameras 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 4k filmed at a frame rate of 24p or as specified. A minimum compression rate of 4:2:2; 16 x 9 aspect ratio (most departments are requesting 1080i or 1080p). 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:

- a. Research;
- b. Scripting; may include but not limited to concepts, treatments, drafts, shooting and/or narration scripts, dialogue;
- c. Story boarding;
- d. Second language adaptation;
- e. Scheduling;
- f. Budgeting;
- g. Location scouting; and
- h. Rights and Releases.

A.4.2 Production:

- a. Location and studio shooting;
- b. Casting;
- c. Personnel & equipment;
- d. Supplies/stock;
- e. Transportation & travel costs; and
- f. Props and construction.

A.4.3 Post-production:

- a. Transfers/lab costs;
- b. Time-coding;
- c. Image scanning and digitizing;
- d. Off-line editing; alpha testing;
- e. Visual elements creation, computer animation, computer generated graphics, etc.;
- f. Personnel & equipment;
- g. Sound & music recording and music composition;
- h. Sound track edit & mix;
- i. On-line editing; beta testing;
- j. Digital effects;
- k. Closed Captioning;
- l. Describe Video scripts and dubmasters;

- m. Mastering;
- n. DVDs /Blu-rays with time-code burn-ins with stock shot list;
- o. Web ready files meeting the current Government of Canada web requirements;
- p. Duplication and labelling; and
- q. 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:

- a. Treatment / scenario;
- b. Script (usually 2 drafts and final);
- c. Story boards if required;
- d. Music, effects;
- e. All visual insert material, including computer animation and generated graphics, titles, credits;
- f. Talent/narrators;
- g. Off-line assembly (rough cuts);
- h. On-line assembly (fine cuts);
- i. Sound mix;
- j. Closed captioning;
- k. Describe video scripts and dubmasters;
- l. Copies;
- m. Blu-ray discs; DVDs; CD-ROMs, ID-ROMs;
- n. Sub or dubbing masters (may be approved by PWGSC Technical Unit, as noted in each Contract);
- o. Masters (may be approved by PWGSC Technical Unit, as noted in each contract);
- p. All deliverables (may be approved by PWGSC Technical Unit, as noted in each contract).

A.6 DELIVERABLES

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

To be included but not limited to:

- a. Masters on hard drive or HDCAM tape and Dubmasters on hard drive, HDCAM tape, 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, separate closed caption files may also be required as specified);
- b. copies (type and quantity to be specified in each contract);
- c. Web ready files meeting government web standards applicable at the time. Currently this means files compatible with the Web Experience Toolkit (WET) video player, e.g. H.264 MP4 video files encoded at specific resolutions and bitrates defined by the client, text transcripts and timecoded closed captions in XHTML and/or XML, TTML, .SRT formats, JPG or PNG placeholder images etc.
- d. All camera originals;
- e. Copies of all rights and releases;
- f. Detailed Stock shot list;
- g. Comprehensive edit list; (Electronic version (.txt) file of edit decision list (EDL);
- h. Copy of all scripts (hard and soft copy); and
- i. All other deliverables as per Techform A, Annex "C".

A.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 for each linguistic version of the video (See note below);
2. One (1) HD and/or SD dub-master for each linguistic version of the video (See note below);
3. All original camera material delivered on HDCAM and/or Digital tape format (See note below);
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:
 - a. Copy of all final Scripts (hard and soft copy) and/or Script Outlines;
 - b. All rights and releases to all production materials;

- c. Shipping List of Deliverables;
- d. Electronic version (.xml) file of edit decision list (EDL);
- e. All camera logs and reports using DND-supplied electronic file format; and
- f. Production Information Sheet.

NOTE: The following applies to the HD deliverable material:

- ♦ All camera material must be delivered on HDCAM 1080i59.94 DF or as specified in the Contract;
- ♦ 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 external hard drive as well as HDCAM 1080i59.94 DF.

Specifications for Hard Drive Master:

Each Master Hard Drive requires the following elements:

1. One 8-bit or 10-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:
 - i. PWGSC Original Contract and Amendments
 - ii. Shipping List
 - iii. Production Information Sheet
 - iv. Final Recorded Scripts
 - v. 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;
 - i. must be approved prior to development;
 - ii. 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;
 - i. 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:

- a. logic flowchart;
- b. story board;
- c. graphical interface design for both English and French language versions ;
- d. draft(s) and final screen text in English and French;
- e. narration and performer scripts for both English and French language versions;
- f. content;
- g. music recordings, arrangements, and sound effects;
- h. graphics including backgrounds, icons, etc.;
- i. 2D/3D animation;
- j. video clip filming list;
- k. all audio-visual insert materials (still photos, video clips, etc.);
- l. all on-screen titles, credits, etc.;
- m. digitized media scans including photos, graphics, text, etc.;
- n. selection of talent/narrators for both English and French;
- o. language adaptation;
- p. any user guide graphics;
- q. multimedia / new media prototype;
- r. acceptance test plan; and
- s. 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 labled 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 National Joint Council 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/Contractor 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 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/Contractor 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 *National Joint Council Travel Directive* 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 National Joint Council 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 (September 22, 2014)

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 1080i format with frame rates as specified.
- 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 or as specified in the Contract.
- 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 or 10-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" or "CRA Video" will be rejected. The Contract document will include all appropriate contract numbers, project titles, project numbers, catalogue numbers as applicable, etc.

Folder and File Layout for each Hard Drive Master:

Master 1 Folder

1. "Master 1" Project File
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 Contract & 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 unless otherwise specified
- Camera footage may be shot using 1080i59.94 DF, 1080P23.98 DF or 720P60 or as specified in the Contract.
- 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 external hard drives.

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. Project Number as applicable
 - 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)
 - i. Must be TLC recorded on the Address Track on HDCAM 1080i59.94 tape format (may be TLC plus ITC).
 - ii. 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:

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 as specified 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:**

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- 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 supplied form.
 - i) Shipping List of Materials Delivered:
Completed shipping list prepared as per Section F.

F. SHIPPING LIST

Title: _____ 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)
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		_____

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	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 SARFP. 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 SARFP 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 SARFP 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 submitted a responsive proposal with 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.

Where two (2) or more proposals achieve the identical highest number of points, the proposal with the lowest total price will be recommended for award of a contract.

4. BASIS OF PAYMENT

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

5. STEPS IN THE SARFP PROCESS FOR ALL COMPETED REQUIREMENTS

The Supply Arrangement Request for Proposal (SARFP) 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 SARFP will be sent electronically to SA Holders via e-mail.

An SARFP under the Supply Arrangements is used for requirements valued at more than \$25,000 but less than \$400,000 excluding applicable taxes. Supply Arrangement Holders will be invited to submit a proposal for this solicitation process based on the following selection process:

- A. Two (2) SA holders picked on a rotational basis; and
- B. Two (2) SA holders as recommended by the Client; and
- C. One (1) SA holder selected at random by PWGSC. The "random" selection will be made from the list of SA holders using the RAND () function in Microsoft Excel.

The SA holders will be given 48 hours from the time they are invited to bid to confirm their intention to bid. If an SA holder intends not to bid on a particular invitation, it must advise the Contracting officer who will remove it from that invitation. If the SA holder was selected on a rotational basis, the next SA holder in the rotation will be invited to submit a bid. In this event, the rotation of SA holders for subsequent opportunities will continue down the list in the established order. Once the list has been completed, the SA holder that declined the opportunity will next be invited, on a rotational basis, in accordance with its position on the established list. If the SA holder was selected at random, another SA holder will be selected at random using the random selection criteria identified above and invited to bid.

In each case, this will only be done once to avoid having to extend the bid closing date.

As a result and as much as possible, all **SARFPs** will have at least five (5) bidders to maintain fair competition.

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 SARFP, 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 SARFP. 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 SARFP 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 SARFP and within the parameters stated in the SARFP.

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 are required, and if necessary, issue an amendment to the SARFP.

6. EVALUATION OF PROPOSALS

The proposal will be evaluated in accordance with the evaluation factors identified in the SARFP

SAMPLE SARFP EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA

Proposals not meeting the mandatory criteria will be given no further consideration.

M.1 FINANCIAL PROPOSAL

The Bidder **MUST** submit a financial proposal with a firm price not exceeding **\$XXXXX** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). The maximum amount includes travel expenses.

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 criterion and an overall passing mark of 70 points. The rating is performed on a scale of **100 points**. Proposals scoring less than 70 percent in any one (1) of these criterion 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 evaluators give 0.7 as a score for R.1 (60 points X 0.7 = 42 points), this is equal to 70% of the total value given for that criterion. Evaluators cannot deviate from the established scoring grid. For example, evaluators cannot give a score of 0.75 (75%). Evaluators would have to choose between a 0.7 or a 0.8 (70% or 80%).

R.1 CREATIVE APPROACH AND TECHNICAL METHODOLOGY (Maximum 60 points - Minimum 42 points)

***R.1 will only be included in SARFPs where there is a requirement for a creative approach.**

R.1 will be evaluated on the following rated criteria:

The outline of the proposed production treatment is easy to visualize:
At a minimum, evaluators are looking for: clear visualization of both the structure and the creative approach of the production treatment.

Percentage factors utilized for R.1:

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 and/or the story idea is average and/or not appropriate and/or it is unlikely to achieve the goal(s) of the project. Less than established minimum.

Acceptable (0.7): **This is the established minimum.** It is easy to visualize the structure of the story and the creative approach of the production treatment. The overall structure is fine without being perfect. The story idea is average.

Good (0.8): Slightly exceeds the established minimum. It is easy to visualize the structure of the story and the creative approach of the treatment. The story idea is good. Content is accurate or mostly accurate.

Very Good (0.9): It is very easy to visualize the story and the creative approach of the production treatment. The overall structure holds very well from the beginning to the end. The story idea is strong. Content is accurate or mostly accurate. The look-and-feel of this production is obvious. A good script may also be provided.

Outstanding (1): Visualization of the video is crystal clear throughout and the creative approach of the production treatment. The overall structure holds very well from the beginning to the end. The story idea is very strong. Content is accurate. Other means are used to help visualize the content/look-and-feel of the video such as mock-ups and/or illustrated storyboards. A strong script may also be provided.

R.2 PROJECT MANAGEMENT PLAN (Maximum 20 points - Minimum 14 points)

R.2 will be evaluated on the following rated criteria:

The Bidder should propose a preliminary project management plan that provides flexibility and considers client needs as described in this SARFP.

The Bidder should provide details to explain how the proposed project management plan will ensure smooth delivery of the proposed creative approach and technical methodology.

The proposed project management plan should also outline how the Supplier proposes to work in collaboration with the Project Authority to ensure sufficient time for client review and for Government approval processes.

At a minimum, evaluators are looking for: Project management plan that provides sufficient details on the tasks related to the project, the roles and responsibilities of the Supplier and the Client as related to each task, schedule and timelines (days, weeks, hours etc..) that are suitable and realistic; possible risks specific to the project and relevant mitigation strategies.

Percentage factors utilized for R.2:

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.** Details on the project tasks, production phases, and roles and responsibilities are minimal. Correctly identifies risk areas specific to the

project and provides some mitigation strategies. Timelines are mostly realistic, and include client involvement in plan and approach.

Good (0.8): Project management plan has sufficient details on the project tasks, production phases, and roles and responsibilities. Correctly identifies risk areas specific to the project and provides good mitigation strategies. Timelines are realistic, and include client involvement in plan and approach. Approach for working with Project Authority is good.

Very Good (0.9): Project management plan has complete details on the project tasks, production phases, and roles and responsibilities. Correctly identifies risk areas specific to the project and provides very good mitigation strategies. Timelines are suitable and realistic, and include good level of client involvement in plan and approach. Approach for working with Project Authority is very good.

Outstanding (1): Project management plan has complete details on the project tasks, production phases, and roles and responsibilities. Correctly identifies risk areas specific to the project and provides clear and valid mitigation strategies. Timelines are suitable and very realistic while offering flexibility and include excellent client involvement in plan and approach. Approach for working with the Project Authority is flexible.

R.3: FINANCIAL PROPOSAL (Maximum 20 points - Minimum 14 points)

The Bidder should submit a detailed pricing proposal (indicating units e.g. days, weeks, hours, dollar rates, etc.) that correlates with the production schedule and resource allocation of the project. The Bidder should also provide sufficient budget details in terms of categories, line items, unit prices/rates, level of effort, with consistent budget structures, breakdown for each production phase, and proposed milestones for payment (if applicable).

The Bidder should treat any travel expenses as a separate item. Note that the Bidder's fee should include the travel expenses associated with attending mandatory meetings. Travel costs should be calculated according to National Joint Council Travel Rates and Policies which can be found at the following weblink: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

The Financial Proposal will be evaluated based on the following:

The price should be further broken down into categories and line items for the goods and services required to deliver the completed project **by production phase**. Each line item should indicate the unit prices of hourly, daily or weekly rates as appropriate.

The level of effort for each service and quantity of goods should be clearly indicated **by production phase**. There should be an extended price for each line item: the rate times the level of effort for services or unit price times quantity for goods.

The Bidder should provide sufficient detail in their financial proposal that demonstrates to the Evaluation Team how and where the money is being spent. The financial proposal should correlate and be justifiable in relation to the proposed Project Management Plan.

At a minimum, evaluators are looking for: whether sufficient budget details are provided such as where money is allocated and if it's appropriate to the project parameters and needs, that the breakdown is clear and easy to understand and correlates well to the project plan, that budget structures/breakdowns are consistent by production phase. In addition, the budget will be assessed on whether or not the Crown is being double charged for a given day when one (1)

person is proposed to fulfill two (2) or more roles (i.e. if one [1] person is proposed to fill two [2] positions). Evaluators are also looking for notes that identify assumptions and cost efficiencies.

Percentage factors utilized for R.3:

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.** There is a budget summary page with a breakdown for each product. Enough budget details in terms of categories, line items, unit prices/rates, level of effort; consistent budget structures and breakdowns. Enough details on where money is allocated. Some correlation to project plan. Budget allocations are appropriate in many areas for project needs and parameters, but may have certain issues that are easy to resolve. Assumptions and cost efficiencies not clearly identified.

Good (0.8): There is a budget summary page with a breakdown for each product. Sufficient budget details in terms of categories, line items, unit prices/rates, level of effort; with consistent budget structures and breakdowns by production phase. Budget is clear. Sufficient details on where money is allocated. There is good correlation to project plan. Budget allocations are appropriate. Assumptions and cost efficiencies are identified.

Very Good (0.9): There is a budget summary page with a breakdown for each product. Complete budget details in terms of categories, line items, unit prices/rates, level of effort; consistent budget structures and breakdowns by production phase. Budget is very clear. Complete details on where money is allocated. Complete correlation to project plan. Budget allocations are appropriate for project needs and parameters. Assumptions and cost efficiencies are clearly identified for project requirements.

Outstanding (1): There is a detailed budget summary page with a breakdown for each product. Clear and complete budget details in terms of categories, line items, unit prices/rates, level of effort; consistent budget structures and breakdowns are provided. Budget is very clear and easy to understand. Clear and complete details on where money is allocated. Complete correlation to project plan. Budget allocations are appropriate for project needs and parameters. Assumptions and cost efficiencies are clearly identified and are appropriate for project requirements.

FINANCIAL EVALUATION

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes are to be included.

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 therefore, 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.

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing will be 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:	
q MET	q NOT MET
Mandatories Checked by:	Date:
RATED REQUIREMENTS	SCORE ACHIEVED
R.1 EXPERIENCE OF THE FIRM AND QUALITY OF SAMPLES PROVIDED	
R.1.1 Video production 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 Video production samples 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.	____/ 20 points
R.2 PROJECT MANAGEMENT APPROACH	____/ 20 points
OVERALL TOTAL	____/ 120 points
Overall Comments:	

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EVALUATION TEAM SIGNATURES:

_____ 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:		

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:		

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Evaluation Criteria	Met	Not met
<p>M.3 EXPERIENCE OF THE FIRM (The video production samples will be rated under R.1)</p> <p>The Supplier MUST demonstrate its experience by submitting one (1) USB key demo of at least four (4) different video production samples produced and completed within the last ten (10) years from the closing date of this RFSA.</p> <p>The total running time of all of the samples combined MUST not exceed twenty (20) minutes in length. Should the running time of the submitted samples exceed twenty (20) minutes in length, only the first twenty (20) minutes will be evaluated.</p> <p>The productions MUST have been completed entirely by the Supplier under a contract with the public sector or private industry.</p> <p>The samples MUST be submitted in their original language.</p> <p>The minimum dollar value of at least one (1) of the sample projects must be \$25,000.00. For the purposes of the evaluation of mandatory criterion M.3, "sample projects" is defined as a contract for the provision of video production services.</p> <ol style="list-style-type: none">1. One (1) of the video production samples MUST demonstrate the Supplier's ability to produce a video based audio-visual production.2. One (1) of the video production 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.3. At least one (1) of the video production samples MUST demonstrate the Supplier's ability to work in both official languages (English and French). To demonstrate the Supplier's ability to work in both official languages (English and French) the submitted sample MUST be either of the following:<ol style="list-style-type: none">a. a production where both the English and French are equally and substantively represented in the same production; orb. a unilingual production (in its original language) that demonstrates the official language not demonstrated in the other submitted samples. <p>Productions that have voice-overs, are fully narrated, are fully animated, are purely text based, or are subtitled/closed captioned are not acceptable to demonstrate the Supplier's ability to work in both official languages.</p>		
Comments:		

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

1.1.2 RATED TECHNICAL CRITERIA**1.1.2 POINT RATED TECHNICAL CRITERIA**

Arrangements must obtain a minimum of 70 percent in each rated criterion and sub-criterion. Arrangements that do not obtain a minimum of 70 percent in each rated criterion and each sub-criterion 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 cannot 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 available.

R.1 EXPERIENCE OF THE FIRM AND QUALITY OF VIDEO PRODUCTION SAMPLES PROVIDED

(Maximum 100 points - Minimum of 70 percent of the available points for each of R.1.1, R.1.2 and R.1.3)

The Supplier will be assessed against the video production samples provided in accordance with **M.3**. Should the running time of the submitted samples exceed twenty (20) minutes in length, only the first twenty (20) minutes will be evaluated.

The USB key demo should be able to be played on any laptop computer.

The USB key demo should be menu driven in MP4 format.

To better understand the samples submitted for the mandatory criterion **M.3**, the following information should also be provided for each video production 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;

The video production samples will be evaluated on the following rated criteria:

R.1.1 Video production samples demonstrate creative and technical excellence (Maximum 40 points – Minimum 28 points).

At a minimum, the following criteria will be evaluated: 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.

Video Production 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
Percentage factors utilized for the evaluation of R.1.1:			
<u>Not acceptable (0)</u> : The information provided was unsuitable or insufficient.			

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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. Approach demonstrates some creativity and innovation.

Good (0.8): Slightly exceeds the established minimum, with one (1) or two (2) criteria that are very good. Approach demonstrates creativity and innovation.

Very Good (0.9): The majority of the criteria are very good. One (1) or two (2) 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. Video production samples demonstrate excellent use of special effects and graphics and lighting. Has very appropriate use of music and sound.

Comments:

Total
Points
/ 40

**R.1.2 The effective use of treatment, script, language and visual techniques to communicate the themes and messages.
(Maximum 40 points – Minimum 28 points).**

At a minimum, we are looking for the following criteria: engaging and complete storyline, clear script, appropriate use of language, quality of translation (if a translation was completed), 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.

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
<p>Percentage factors utilized for the evaluation of R.1.2:</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, and meets the established minimum. The treatment, script, language and technique adequately help convey themes and messages.</p> <p><u>Good (0.8)</u>: Slightly exceeds the established minimum, with one (1) or two (2) criteria that are very good. Treatment, script, language and technique help convey the themes and messages.</p> <p><u>Very Good (0.9)</u>: The majority of the above-mentioned criteria are very good. One (1) or two (2) criteria may be excellent. Treatment, script, language and techniques effectively communicate themes and messages without being outstanding.</p> <p><u>Outstanding (1)</u>: 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.</p>			
Comments:			Total Points / 40

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R.1.3 Video production samples 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 (Maximum 20 points – Minimum 14 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 20 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 20
Percentage factors utilized for the evaluation of R.1.3: <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. <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> : Exceeds the established minimum. The majority of the devices are very good. Four (4) or five (5) devices may be excellent, without being outstanding. <u>Outstanding (1)</u> : A very effective blend of six (6) or more visual or dramatic devices. Devices are relevant to the subject matter. The quality and effectiveness of at least six (6) devices are outstanding.			
Comments:			Total Points / 20

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

**R.2 PROJECT MANAGEMENT APPROACH
(Maximum 20 points – Minimum 14)**

R.2 will be evaluated on the following rated criteria:

The Supplier should propose a general preliminary project management approach for video production projects that provides flexibility and considers client needs.

The Supplier should provide a detailed description of the proposed project management approach and the procedures, schedule controls, as well as the tools and techniques that will be used to plan, organize, direct and control projects.

The Supplier should provide a detailed description of the Supplier's processes to identify risks associated with each video production project and to develop risk mitigation strategies.

The description of the project management approach should illustrate how the Supplier will ensure that performance, quality, scheduled goals are achieved for video production projects.

The description of the project management approach should reflect how the Supplier proposes to work in collaboration with Project Managers and Project Teams for the development of the treatment and production of video production projects. The description should also outline the key areas of video production projects that require input from the Client.

Project Management Approach – Up to a maximum of 20 points			
Assessment of Criteria	Sample(s)	Percentage Factor	Points
Criterion for an established minimum acceptable response (Percentage factor of 0.7):			/ 20
<p>Percentage factors utilized for the evaluation of R.2:</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. Details provided to describe the Supplier's process; schedule controls and planning tools and techniques. Demonstrates good techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant to video production projects and to develop risk mitigation strategies. Demonstrates client involvement in the approach.</p> <p><u>Good (0.8)</u>: Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are complete. Demonstrates good techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant to video production projects and to develop risk mitigation strategies. Demonstrates client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities is good.</p>			

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Very Good (0.9): Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are clear and complete. Demonstrates very efficient techniques to be put in place and used to plan, organize, direct and control projects. Details provided to describe the Supplier's processes to identify risks relevant video production projects including possible time delays related to approval processes. Clearly describes the Supplier's processes to develop risk mitigation strategies for identified risks and time delays. Demonstrates good level of client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities is very good.

Outstanding (1): Details provided to describe the Supplier's process; schedule controls and planning tools and techniques are clear and complete. Very efficient and innovative techniques to be put in place and used to plan, organize, direct and control projects. Clearly describes the Supplier's processes to identify risks relevant video production projects including possible time delays related to approval processes. Clearly describes the Supplier's processes to develop risk mitigation strategies for identified risks and time delays. Demonstrates excellent client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities demonstrates flexibility.

Comments:

Total
Points
/ 20

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	100		
R.1.1 Video production samples demonstrate creative and technical excellence.	40	28	
R.1.2 The effective use of treatment, script, language and visual techniques to communicate the themes and messages.	40	28	
R.1.3 Video production samples 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.	20	14	
R.2 PROJECT MANAGEMENT APPROACH	20	14	
OVERALL TOTAL	120	84	000

APPENDIX "1"
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).