

CANADIAN HERITAGE**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10140572

TITLE OF PROJECT: Study of the Economic Impact of Audiovisual Treaty
Coproductions and Co-Ventures in Canada

REQUEST DATE: October 8th, 2014

CLOSING DATE AND TIME: October 29th, 2014, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
Fax: 819-953-4133
E-mail: line.seguin@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of award of the contract and are to be completed by March 31st, 2015, as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2 p.m., EDT, on October 29th, 2014, at 15 Eddy Street, 2nd Floor (15-2-C), Gatineau, Quebec, K1A 0M5.

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "D". By signing and submitting this form, Bidders are confirming that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:

1. They consider themselves and their products able to meet all the mandatory requirements (financial and technical) in the bid solicitation;
2. Their bid is valid for the period requested in the bid solicitation;

3. All the information provided in the bid is complete, true and accurate; and
4. If they are awarded a contract, they will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation in Part 6 – Resulting Contract Clauses.

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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus annexes, as follows:

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annex "A"	Statement of Work
Annex "B"	Evaluation Criteria
Annex "C"	Basis of Payment
Annex "D"	Offer of Services Form

2. Summary

The Department of Canadian Heritage (PCH) is seeking to establish a contract for professional services as defined in Annex "A", Statement of Work, for the following period: contract award to March 31st, 2015.

This contract is to secure professional services to conduct a Study of the Economic Impact of Audiovisual Treaty Coproductions and Co-Ventures in Canada. The objective of this study is to provide a detailed analysis of audiovisual treaty coproduction and co-venture activity in Canada, and to demonstrate their economic impact on the Canadian economy.

Audiovisual treaty coproduction economic impact data, including gross domestic product (GDP) impact, employment figures, and foreign investment levels, will serve to measure the performance of *Canada's Policy on Audiovisual Treaty Coproduction*. Results of this study will help Canadian Heritage to establish economic indicators and benchmarks to assess the performance of *Canada's Policy on Audiovisual Treaty Coproduction* as the policy is being implemented through Canada's current negotiations with foreign countries, using a new model treaty.

In order to put the size of treaty coproduction's impact into perspective, audiovisual treaty coproduction economic data will be compared against Canadian audiovisual "domestic" production economic data. Because detailed production data are unavailable for co-ventures, their impact will be assessed in more qualitative terms based on industry stakeholder survey results conducted by Canadian Heritage and other sources.

The requirement is NOT subject to the provisions of Trade Agreements.

3. Debriefings

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

4. Other information

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-09-25) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

2. Submission of bids

Bids must be submitted only to PCH Mail room / Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted electronically or by facsimile to PCH will not be accepted.

3. Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament](#)

[Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient details 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

PCH has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Exception 6.4.1 - to generate knowledge and information for public dissemination.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section 1: Technical Bid: 4 hard copies

Section 2: Financial Bid: 1 hard copy

Section 3: Certifications: 1 hard copy

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

Canada requests that the bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

Section 1: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section 2: Financial Bid

- 2.1 Bidders must submit their financial bid in accordance with section 4.2 "Schedule & Work Breakdown Structure" in Annex "A". The total amount of applicable taxes must be shown separately, as applicable.
- 2.2 Bidders must submit their price FOB destination. Canadian customs duties and excise taxes included, as applicable. Taxes are excluded.

2.3 Financial proposals must clearly identify the personnel proposed. Proposed firm price must be in Canadian dollars.

Section 3: Certifications

Bidders must submit the certifications as required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory requirements and point rated technical evaluation criteria are included in Annex “B”.

2. Basis of Selection

Highest Combined Rating of Technical Merit and Price

- 2.1 To be declared responsive, a bid must:
 - (a) Comply with all the requirements of the bid solicitation; and
 - (b) Meet all the mandatory technical and financial evaluation criteria; and
 - (c) Obtain the minimum of 70% overall score for the technical evaluation criteria.
- 2.2 Bids not meeting (a), (b), and (c) will be declared non-responsive.
- 2.3 The evaluation will be based on the highest responsive rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 2.4 To establish the technical merit score, each responsive bid will be prorated against the total available points and the ratio of 70%.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 2.8 Bidders should note that all contracts are subject to PCH’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 110 and the lowest evaluated price is \$62,000.

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		102/110	95/110	90/110
Bid Evaluated Price		\$66,000	\$64,000	\$62,000
Calculations	Technical Merit Score	$102/110 \times 70 = 64.9$	$95/110 \times 70 = 60.5$	$90/110 \times 70 = 57.3$
	Pricing Score	$62/66 \times 30 = 28.2$	$62/64 \times 30 = 29.1$	$62/62 \times 30 = 30.00$
Combined Rating		93.1	89.6	87.3
Overall Rating		1	2	3

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1. Mandatory Certifications Required Precedent to Contract Award

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

1.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of authorized representative

1.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature of authorized representative

PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the Contractor’s technical bid entitled _____, and dated _____.

2. SACC Clauses and Conditions

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

2.1 General Conditions

2035 (2014-09-25), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

It is understood and agreed that the Crown will retain ownership of the Intellectual Property generated by this contract as per Treasury Board of Canada Secretariat's Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts under the Crown invoked exception 6.4.1 "to generate knowledge and information for public dissemination". The full policy is available on the Treasury Board of Canada Secretariat's website at the following address: www.tbs-sct.gc.ca

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Period of the Contract

The period of the Contract is from date of award to March 31st, 2015.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

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Procurement and Contract Specialist
Department of Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

Tel: 819-997-2389

Fax: 819-953-4133

E-mail: line.seguin@pch.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: ***To be identified at Contract Award***

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the Work under the Contract. The Project Authority is responsible to certify that the work has been performed in accordance with the terms of the contract. 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 Technical Authority

The Technical Authority for the Contract is: ***To be identified at Contract Award***

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

5.4 Contractor's Representative

The contractor's Representative for the Contract is: ***To be identified at Contract Award***

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Basis of Payment at Annex "C" for a cost of \$_____. Customs duties are included and applicable taxes are extra.

7.2 Method of Payment

SACC Manual Clause H3010C (2010-01-11) Milestone Payments.

8. Invoicing Instructions

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

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded for certification and payment to the Project Authority identified under article 5 of the Contract entitled "Authorities".

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- a. The Articles of Agreement;
- b. The supplemental general conditions 4007 (2010-08-16);
- c. The general conditions 2035 (2014-09-25) - Higher Complexity - Services;
- d. Annex A: Statement of Work
- e. Annex C: Basis of Payment
- f. The Contractor's Bid dated _____.

12. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

13. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1 Title

A Study of the Economic Impact of Audiovisual Treaty Coproductions and Audiovisual Co-Ventures in Canada.

1.2 Introduction

The objective of this study is to provide a detailed analysis of audiovisual treaty coproduction and co-venture activity in Canada, and to demonstrate their economic impact on the Canadian economy.

Audiovisual treaty coproduction economic impact data, including Gross Domestic Product (GDP) impact, employment figures, and foreign investment levels, will serve to measure the performance of *Canada's Policy on Audiovisual Treaty Coproduction*. Results of this study will help Canadian Heritage to establish economic indicators and benchmarks to assess the performance of *Canada's Policy on Audiovisual Treaty Coproduction* as the policy is being implemented through Canada's current negotiations with foreign countries, using a new model treaty.

In order to put the size of treaty coproduction's impact into perspective, audiovisual treaty coproduction economic data will be compared against Canadian audiovisual "domestic" production economic data. Because detailed production data are unavailable for co-ventures, their impact will be assessed in more qualitative terms based on industry stakeholder survey results conducted by Canadian Heritage and other sources.

1.3 Estimated Value

The total value of the resulting contract emanating from this Request for proposals shall not exceed \$69,000 CAD, including travel and living expenses (if applicable). Any applicable taxes are extra.

1.4 Objectives of the Requirement

The objective is to produce a detailed study on the economic impact of audiovisual treaty coproductions and co-ventures in Canada.

The research paper will be divided into four parts:

Part I will provide a detailed analysis of the quantitative and qualitative economic impact in Canada of audiovisual treaty coproductions from 2003 to 2012 (calendar years);

Part II will provide a detailed analysis of the quantitative economic impact of Canadian audiovisual domestic productions from 2008-2009 to 2012-2013 (federal fiscal years, i.e. April 1st to March 31st);

Part III will provide a comparative analysis of the quantitative economic impact of audiovisual treaty coproductions versus the quantitative economic impact of Canadian audiovisual domestic productions to demonstrate the importance of coproduction to Canada's audiovisual industry and Canada's economy as a whole; and

Part IV will focus on the qualitative impact of audiovisual co-ventures in Canada from 2003 to 2012 (calendar years) based on industry stakeholder survey results conducted by Canadian Heritage and other sources as specified below in the Statement of Work.

1.5 Background, Assumptions and Specific Scope of the Requirement

An audiovisual treaty coproduction is a feature film or television production that has been created by pooling creative, technical and financial resources of Canadian and foreign producers. These coproductions are granted national status, and as such, are eligible for federal and provincial tax credits and additional funding sources such as the Canada Media Fund and the Canada Feature Film Fund, and qualify for Canadian content quota for broadcasting.

Audiovisual coproduction treaties provide producers with access to investment from foreign markets, thus reducing the risks associated with the high costs of audiovisual productions. They also provide opportunities to expand audiences for Canadian film and television products and contribute to the promotion of Canadian culture both at home and abroad.

Canada has treaties with 54 foreign partners but had never developed an official coproduction policy. In February 2011, the Government launched *Canada's Policy on Audiovisual Treaty Coproduction*. In March 2013, after a public consultation, the Government implemented the Policy by inviting several countries to modernize their treaties with Canada.

The Policy intends to bolster Canada's international competitiveness as a coproduction partner of choice. As part of the Policy, the Government of Canada has intended to move from its more traditional cultural approach to treaty coproduction towards a more economically-driven and industrial approach.

Audiovisual coproductions may take place under a legally binding treaty between Canada and a foreign country (ies) (i.e. treaty coproductions) or outside the terms of a Canadian audiovisual coproduction treaty (as in the case of co-ventures).

For the purposes of this study, audiovisual co-ventures are coproduction projects between a Canadian and a foreign producer that have been produced without following the terms of a coproduction treaty but for which the Canadian producer has retained some copyright and a share of the revenues. These types of projects would not receive a coproduction certification by Canadian Heritage but, in some cases, could still obtain a Canadian Radio-television and Telecommunications Commission (CRTC) Canadian content certificate.

The study *Profile 2013, Economic Report on the Screen-based Media Production Industry in Canada* highlighted that film and television production in Canada supported 127,700 full-time equivalent jobs (FTEs) of employment across the country in 2012-2013 and generated \$7.6 billion in GDP for the Canadian economy.

From 2003 to 2012, Canada participated in over 680 treaty coproductions with total production budgets of nearly \$5 billion, including foreign investments of approximately \$2.6 billion. Although the general impact of Canada's audiovisual industry has been documented, the economic impact of treaty coproduction and co-venture activity has yet to be analysed. Given the important production volume brought about by treaty coproduction, as documented in *Profile* (\$452 million in 2012), the GDP impact to the Canadian economy could represent a significant portion of the total impact of audiovisual production in Canada.

Results of this study will help Canadian Heritage to establish economic indicators and benchmarks to assess the performance of *Canada's Policy on Audiovisual Treaty Coproduction* as the policy is being implemented through Canada's current negotiations with foreign countries, using a new model treaty.

2. Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor will analyse and describe in a narrative the economic quantitative and qualitative impact of audiovisual treaty coproductions in Canada using an economic modelling tool provided by Canadian Heritage. The Contractor will analyse and describe in a narrative the quantitative economic impact of Canadian audiovisual domestic productions using the same economic modelling tool. The Contractor will compare and describe in a narrative the quantitative impact of audiovisual treaty coproductions against those of Canadian audiovisual domestic productions using the same economic modelling tool. The Contractor will finally analyse the qualitative economic impact of co-ventures in Canada based on industry stakeholder survey results conducted by Canadian Heritage.

The Contractor will execute the contract using the following approach and by completing the tasks outlined below:

Part I – Economic Impact of Audiovisual Treaty Coproduction in Canada from 2003 to 2012

Using data and an economic modelling tool provided by the Department, the Contractor will prepare a report that will:

- Analyse economic data based on audiovisual treaty coproduction budgets provided by Canadian Heritage. The Contractor will be required to provide a statistical analysis, tables, and graphs.
- Provide descriptive (narrative) trend analysis on the economic quantitative impact of audiovisual treaty coproductions in Canada, over the past 10 years (2003-2012).

This includes, but is not limited to, data analysis of the following elements/categories:

- the number and volume of audiovisual treaty coproduction in Canada and per province¹;
- comparison of Canadian majority participation versus minority participation (i.e. level of Canadian funding) of audiovisual treaty coproductions, per genre, in Canada and per province;
- comparison per language (English and French) for Canada and per province;
- comparison per medium (film and television) for Canada and per province;
- identification of key foreign partners;

¹ Analysis of the territories is not expected.

- comparison of activity per foreign partner;
- the Contractor is encouraged to propose other elements/categories.

The economic assessment of audiovisual treaty coproduction will be completed for Canada and per province.

The economic analysis will quantify direct and indirect impacts for different categories (as listed below).

In addition to the economic modelling tool provided by Canadian Heritage, the Contractor will identify any methodology used in the economic impact analysis, and the assumptions taken.

Descriptive analysis of the quantitative and qualitative impact of audiovisual treaty coproductions will include, but not be limited, to the following:

- volume of production (total production budgets and money spent in Canada by Canadian producer and by foreign producer) for Canada and per province;
- direct and indirect employment for Canada and per province;
- average “above-the-line” costs, by size of production budget (i.e. rights for the material on which the screenplay is based, salaries for the screenwriter, director, producer, actors);
- average “below-the-line” costs, by size of production budget (i.e. salaries of the non-starring cast members and the technical crew, use of the film studio, and its technical equipment, travel, location, catering costs);
- contribution to regional economies;
- direct and indirect impact of audiovisual treaty coproductions based on salaries;
- sales revenue and export activity; and
- impact of taxes at two levels of government (federal and provincial).

Part II – Economic Impact of Canadian Audiovisual Domestic Productions from 2008-2009 to 2012-2013

Using data and an economic modelling tool provided by the Department, the Contractor will prepare a report that will:

- Analyse economic data based on Canadian audiovisual production budgets provided by Canadian Heritage. The Contractor will be required to provide statistical analysis, tables, and graphs.
- Provide a trend analysis and economic assessment of data on the economic impact of Canadian audiovisual domestic productions, from 2008-2009 to 2012-2013.

This includes, but is not limited to, data analysis of the following elements/categories:

- the number and volume of production in Canada and per region;
- comparison of the number and volume of production per language (English and French) for Canada and per province;
- comparison of the number and volume of film productions and television productions for Canada and per province;
- the Contractor is encouraged to propose other elements and/or categories.

The economic assessment of Canadian audiovisual domestic production will be completed for Canada and per province.

The economic analysis will quantify direct and indirect impacts for different categories (as listed below).

In addition to the economic modelling tool provided by Canadian Heritage, the Contractor will identify any methodology used in the economic impact analysis, and the assumptions taken.

Descriptive analysis of the quantitative impact of audiovisual treaty coproductions will include, but not be limited, to the following:

- volume of production (total production budgets and money spent) for Canada and per province;
- direct and indirect employment for Canada and per province;
- average “above-the-line” costs, by size of production budget (i.e. rights for the material on which the screenplay is based, salaries for the screenwriter, director, producer, actors);
- average “below-the-line” costs, by size of production budget (i.e. salaries of the non-starring cast members and the technical crew, use of the film studio, and its technical equipment, travel, location, catering costs);
- contribution to regional economies;
- direct and indirect impact of productions based on salaries;
- sales revenue and export activity; and
- taxes at two levels of government (federal and provincial).

Part III – Comparative Analysis

Analysing the conclusions of Part I and Part II, the Contractor will compare and describe the economic impact of treaty coproductions against that of domestic productions. The Contractor will also answer the following questions, and propose additional questions for Canadian Heritage’s consideration:

- To what extent does audiovisual treaty coproduction contribute to Canada’s film and television industry?
- Canadian producers and Canadian creators gain experience from working on audiovisual treaty coproduction. Provide qualitative evidence, similarities and differences between coproductions and domestic productions. Are the lessons learned from treaty coproductions transferable to Canadian content productions?
- Do audiovisual treaty coproductions and domestic productions have similar production costs and salaries? Provide quantitative and qualitative evidence. Also elaborate on potential regional differences.
- Do audiovisual treaty coproduction obtain higher box office (domestic and international) than domestic production?
- Do other sectors of the Canadian economy benefit from economic impact resulting from audiovisual treaty coproductions and/or Domestic productions in the form of indirect jobs and other economic activity, and if so, to what extent?

Part IV – The Qualitative Impacts of Co-ventures in Canada from 2003 to 2012

Using CRTC-certified television coproduction data, reports and data from provincial agencies and stakeholders’ groups, and in-house survey to key film and television producers across the country to gather financial and factual information about recent co-venture projects (survey to be developed and administered by the Public Opinion Research group at Canadian Heritage) the Contractor will:

A.

- Gather required information through document and literature review, data collection and analysis, and informal discussions with industry contacts (to be provided by the Department). Data sources from

federal and provincial governments and their audiovisual agencies, as well as industry stakeholders, will need to be explored and used, as appropriate. The Contractor will be required to interact with provincial governments representatives and stakeholders in both of Canada's official languages.

- provide descriptive analysis of trends and data on the economic impact of audiovisual co-ventures in Canada, over the past 10 years (2003-2012).

This includes, but is not limited to, data analysis of the following elements/categories:

- the number and volume of audiovisual co-ventures in Canada and per province;
- comparison of majority participation versus minority participation co-ventures per genre in Canada and per province;
- comparison between language of production (English or French) for Canada and per province
- comparison between film productions and televisions productions for Canada and per province
- identification of key foreign partners
- comparison of number of projects per foreign partner
- the Contractor is encouraged to propose other elements and/or categories.

B.

- Based on survey results, draw a descriptive profile of audiovisual co-venture in Canada.
- Provide an economic assessment of audiovisual co-ventures for Canada and per province.
- Identify what are the determining factors for using an audiovisual co-venture model versus an audiovisual treaty coproduction model.

The report will identify any methodology used in the analysis, and the assumptions taken. This is very important for this part of the study due to the limitations of the existing data.

Note: It is possible that some elements of Part IV will not be entirely completed due to the unavailability of data.

General

The report must consider the linguistic and regional/provincial differences in Canada's audiovisual industry and provide relevant data breakdowns and analysis. The report will also consider the audiovisual industry as a whole, and look at feature films production and television production separately. The report will include federal agencies representatives, provincial government representatives and industry stakeholder interviews.

The proposed project deliverables and deadlines are:

Major Deliverables	Proposed Deadlines
Detailed Research and Work Plan	November 10, 2014
Economic Data Analysis	December 1st, 2014
Draft of Part I	December 22, 2014
Draft of Part II	January 12, 2015
Draft of Part III	February 2, 2015
Draft of Part IV	February 16, 2015
1 st Draft of Complete Study	February 23, 2015
2 nd Draft of Study	March 9, 2015
3 rd Draft of Study (if required)	March 16, 2015
Delivery of Final Version of Study and Supporting Documents	March 30, 2015

2.2 Specifications and Standards

The study must be written in either English or French and the final report must be submitted electronically in Microsoft Word and PDF. In addition, the Contractor will provide the project authority at the Department of Canadian Heritage with:

- electronic (Microsoft Word, PDF, and Excel) copies of all notes, text, graphics, and spreadsheets used for the delivery of the Contract.
- all of the background material and information provided to the Contractor by the Project Authority, and/or any other material used to develop the study.
- printed or electronic copies of reports, journal articles and other relevant materials used to develop the report may also be requested by the Project Authority.
- Monetary values:
 - All monetary values will be expressed in Canadian dollars, with the source year readily visible. Instances of currency conversion will be identified and accompanied by an explanation of the exchange rate used.
 - All monetary values will be expressed in 2013 Canadian dollars (“real” dollars) for the purposes of inter-temporal aggregation. If necessary, convert nominal values to real using the Statistics Canada Consumer Price Index (CPI)².
 - Particular care will be taken to separate inflationary and relative price changes.

² See Statistics Canada for more details: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ46a-eng.htm>

All documents and correspondence produced by the Contractor will be subject to review in draft form by the Project Authority. All work is to be performed to the satisfaction of the Project Authority.

2.3 Technical, Operational and Organizational Environment

To provide evidence-based answers to the study's questions, the Contractor will conduct quantitative and qualitative research, and use the methodology outlined below.

Economic Quantitative Impact Analysis Methodology for Audiovisual Treaty Coproductions and Canadian Audiovisual Domestic Productions

The economic impact of audiovisual treaty coproduction in Canada and of Canadian audiovisual domestic productions will be estimated using Canadian Heritage's existing economic impact analysis tool – the Economic Impact Model for the Arts and Heritage (EIMAH). Canadian Heritage will provide the EIMAH model detailed methodology, modeling tools, and some previously compiled data tables to the Contractor.

Data from a representative sample of 101 feature film and television treaty coproductions will be used, inclusive of calendar years 2003 through 2012 (i.e. 10 budgets per each year, plus one extra in 2003). The data will be supplied by Canadian Heritage. Data from a representative sample of 250 Canadian domestic film and television productions will be used, inclusive of calendar years 2008-2009 to 2012-2013. The data will also be supplied by Canadian Heritage.

EIMAH was developed by Canadian Heritage to be a flexible tool to evaluate the economic impacts of facilities and establishments such as museums, theatres, galleries and historic sites, of artistic and heritage performances, productions, presentations, events and festivals within and outside their province or territory.³

Specifically, EIMAH calculates the direct, indirect and total economic effects for select units of impact measure. These units of impact measures are:

- Labour income;
- GDP;
- Employment (full-time equivalent); and
- Tax revenue sustained by the level of expenditures attributable to treaty coproductions or to domestic productions.

The aforementioned impact measures are further subdivided across the following expenditure categories:

- Operating and maintenance expenditures (i.e. purchase of goods and services)
- Expenditures for infrastructure
- The payment of wages and salaries
- Expenditures related to travel to/from coproduction sites

The impact measures and expenditure categories are collectively calculated in two different ways: 1) for economic impacts within a given province/territory, and 2) for impacts from a given province/territory on all

³ Significant parts of this section are excerpts taken from the EIMAH website (see page for more details):
<http://www.rcip-chin.gc.ca/mieap-eimah/aproposde-about-eng.do>

other provinces/territories. The latter is necessary for capturing interprovincial trade flows (i.e. expenditures of treaty coproductions made outside of their primary provincial and/or territorial production area(s)).

EIMAH performs its function by using “multipliers” to adjust the input data through recalculation. Simply stated, multipliers are coefficients by which the input amounts are multiplied (e.g. \$1,000 x 1.3 = \$1,300) to emulate the effects of an increase of X dollars in the demand for a specified commodity through the provincial and territorial economies, in terms of labour income, gross domestic product, level of employment (e.g. full-time) and tax revenues.

These multipliers are derived from Statistics Canada’s *Interprovincial Input-Output Model*, as the model takes into account the trade flows of goods and services among the provinces and territories (import leakages) and it provides comparable coefficients for each province and territory.⁴

Bidders are also encouraged to present their own ideas on the best mix of methodologies to provide answers to the questions and to present sufficient details to allow a good understanding of their proposals. However, the selected bidder must use the EIMAH model to conduct the treaty coproduction and Canadian domestic data tabulation and analysis.

The information required to develop the report will be gathered by the Contractor through a literature review, informal discussions and secondary data collection. Data sources from federal and provincial governments and their audiovisual agencies, as well as industry stakeholders, will need to be explored and used, as appropriate.

The analysis will be conducted according to generally accepted economic practices as, for example, set out in the Treasury Board Secretariat’s *Canadian Cost-Benefit Analysis Guide*. Any deviation from generally accepted practices will be documented and justified by the Contractor.

As with any economic impact analysis, considerable discretion will be given to the Contractor to deal with unique and/or unanticipated methodological issues. As such the Contractor is encouraged and expected to supplement the requirements outlined above as the analysis dictates.

Every effort will be made to quantify and monetize all incremental impact. A qualitative assessment may be substituted only when such effort has been made and/or due to resource, time, and/or informational constraints. The Contractor needs to identify all impact that will likely not be quantified and monetized as part of the proposal and include a justification.

The economic impacts need to be disaggregated at the national and provincial levels.

⁴ See Statistics Canada for more details on Statistics Canada’s Interprovincial Input-Output Model: <http://www.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=15F0009XDB&lang=eng>

Qualitative Impacts of Audiovisual Co-venture Productions

The Contractor will be required to consult with provincial audiovisual agencies and industry stakeholders in order to gather information pertinent to the analysis of the impact of co-ventures in Canada. Interviews with provincial stakeholders must be conducted in either French or English, as determined by the preference of those being interviewed.

2.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to approval by the Project Authority. Should any deliverables not be to the satisfaction of the Project Authority, as submitted, the Project Authority shall have the right to reject it or require correction before payment will be authorized.

2.5 Reporting Requirements

The Contractor must meet either in person or by teleconference with the Project Authority as per specified in Section 4.2 of the Statement of Work. Other meetings or teleconferences may be required.

The Contractor may be required to attend other meetings with the Project Authority if necessary due to special, unforeseen circumstances.

The Contractor will provide the Department with monthly status reports during the period of the contract. The reports will be in bullet form and provided by email to the Project Authority and Technical Authority.

2.6 Project Management Control Procedures

The Technical Authority will provide input and direction during the contract period on how best to produce the report. The contractor must be available to participate in several meetings/teleconferences with the Project Authority and other Departmental representatives. These scheduled meetings/teleconferences are listed in Section 4.2 below.

2.7 Change Management Procedures

Canadian Heritage does not anticipate any changes to the requirements detailed in this Statement of Work. However, if changes do arise they must be authorized in writing by the Contracting Authority.

3. Other Terms and Conditions

3.1 Canadian Heritage's Obligations

- coordinate the Contractor's work;
- provide data on audiovisual treaty coproductions in Canada and Canadian audiovisual domestic productions, as well as other pertinent statistical information and literature at its disposal to the Contractor;
- provide the EIMAH model detailed methodology, modeling tools, and some previously compiled data tables to the Contractor;
- conduct the co-venture survey and provide its results to the Contractor;
- ensure availability of Departmental staff with whom the contractor may need to consult;

- provide comments/approvals on draft reports;
- validate the accuracy of information in the draft report;
- schedule teleconferences, when required;
- translate the final study.

3.2 Contractor's Obligations

- meet all tasks, deliverables and milestones in the allotted timelines;
- carry out the study and prepare the report on time, on budget and of an acceptable quality;
- provide a detailed research and work plan;
- tabulate, organize and analyse data provided by Canadian Heritage and other sources;
- conduct interviews with provincial government representatives and industry stakeholders, as necessary, in order to complete the report;
- ensure that all interviews are available to be conducted in both official languages;
- seek comments from the Project Authority on project deliverables;
- provide drafts reports to the Project Authority for comments before delivery of the final report;
- keep all documents and proprietary information confidential;
- return all data and materials belonging to Canadian Heritage upon completion of the contract;
- submit all written reports in hard copy and electronic in Microsoft Office Word and PDF;
- participate in teleconferences, as needed;
- maintain all documentation in a secure area;
- attend meetings at Canadian Heritage, when required; and
- provide regular progress briefings to the Project Authority.

3.3 Location of Work

Due to existing workload and deadlines, all personnel assigned to any resulting contract must be ready to work in close and frequent contact with the Project Authority, Technical Authority and other departmental representatives.

The project does not require any travel. If the approach and methodology suggested by the Contractor involves travel, the costs related to the travel must be included in the financial proposal (fixed fee).

The Department of Canadian Heritage will not accept any travel and living expenses incurred by the Contractor in the performance of the work for services provided within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4 1985, s.2. The *National Capital Act* is available on the Justice Web site at <http://laws.justice.gc.ca/en/N-4/>.

3.4 Language of Work

Canadian Heritage is under the obligation to respect the spirit and the letter of the *Official Languages Act*. It is therefore imperative that the team includes individuals with proficient abilities in both official languages in order to communicate verbally and in writing in the preferred official language of the participants. The draft reports, final report and presentation may be prepared in the official language of the successful Contractor's choice.

4. Project Schedule

The services of the Contractor will be required for a period of approximately 5 months, commencing on or about November 3rd, 2014. The expected completion date of this project, i.e. the delivery of the final version of the study, is March 31st, 2015.

4.2 Schedule & Work Breakdown Structure

Description of Action Item	Date required	Payments
Initial meeting/teleconference with Project Authority	November 3, 2014	
Detailed Research and Work Plan	November 10, 2014	25%
Economic Data Analysis	December 1, 2014	
Meeting/teleconference with Project Authority	December 8, 2014	
Draft of Part I	December 22, 2014	
Meeting/teleconference with Project Authority	January 5, 2015	
Draft of Part II	January 12, 2015	
Meeting/teleconference with Project Authority	January 19, 2015	
Draft of Part III	February 2, 2015	
Meeting/teleconference with Project Authority	February 9, 2015	
Draft of Part IV	February 16, 2015	
1 st Draft of Study	February 23, 2015	50%
Meeting/teleconference with Project Authority	March 2, 2015	
2 nd Draft of Study	March 9, 2015	
3 rd Draft of Study (if required)	March 16, 2015	
Delivery of Final Version of Study and Supporting Documents	March 30, 2015	25%
Post-Mortem meeting/teleconference with Project Authority	March 31, 2015	

ANNEX “B” EVALUATION CRITERIA

MANDATORY FINANCIAL REQUIREMENTS		
Mandatory Financial Criterion	Bid Preparation Instructions	
MF1	Total Cost - Not to exceed budget of \$69,000.00 excluding all applicable taxes.	Please refer to Part 3 of the request for proposal – Bid Preparation Instructions

MANDATORY TECHNICAL REQUIREMENTS		Met	Not met	Cross-Reference to Proposal
MT1	<p>Previous Studies</p> <p>The Bidder must provide summaries of three (3) previous studies or reports involving statistical analysis of the audiovisual industry completed or directed by the key member(s) of the proposed team during the last five (5) years from the date of bid closing. Each study or report summary must include the following (contact information is needed to validate information provided in the proposal):</p> <ul style="list-style-type: none"> (a) the name and description of the study/report, including the general approach and methodology used, and similarities to the proposed contract; (b) a two-to-five-page extract from the study/report; (c) the date of completion; (d) the dollar value of the study/report contract; and (e) the name and telephone number of the client for whom the study/report was completed. 			
MT2	<p>Official Languages</p> <p>The bidder must demonstrate that at least one of the team members assigned to the preparation of the study, the interviews with government representatives and industry stakeholders, as well as the delivery of the presentations is proficient and has the capacity to conduct the work in both official languages. The proposal must clearly indicate the linguistic capability of each team member.</p>			
MT3	<p>Curriculum Vitae</p> <p>The proposal must include the curriculum vitae of all proposed team members, clearly indicating who will be the two (2) lead* team members on this study.</p>			

RATED REQUIREMENTS (Definition of words indicated with asterisks are provided at the end of this annex)		Minimum Number of Points	Maximum Number of Points	Cross-Reference to Proposal
R1	<p>Knowledge of the Canadian Audiovisual Industry</p> <p>The proposal should demonstrate the bidder’s in-depth knowledge and understanding of the Canadian audiovisual industry and the audiovisual coproduction industry, including its business relations and industry practices. The proposal should also demonstrate an in-depth knowledge and understanding of the differences and similarities between the English and French-language markets of the Canadian audiovisual industry. In this context, the audiovisual coproduction sector includes treaty coproductions and co-ventures.</p> <p>To “demonstrate” their knowledge of the Canadian audiovisual industry, and in particular the audiovisual coproduction industry, as well as the similarities of the English and French-language markets, the Crown expects the bidder to provide a detailed narrative text in their proposals which will be used to ascertain their level of expertise on the subject matter.</p> <p>The following rating scheme will be used for the evaluation:</p> <p>15 points: The proposal is evidence-based, references a variety of information sources, and clearly demonstrates an in-depth knowledge and understanding of the audiovisual industry and the audiovisual coproduction industry in Canada, including its business relations and industry practices.</p> <p>10 points: The proposal is evidence-based, references some information sources, and demonstrates a good knowledge and understanding of the audiovisual industry and the audiovisual coproduction industry in Canada, including its business relations and industry practices.</p> <p>5 points: The proposal demonstrates some knowledge and understanding of the audiovisual industry and the audiovisual coproduction industry in Canada, including its business relations and industry practices.</p> <p>0 point: The proposal fails to or poorly demonstrates knowledge and understanding of the audiovisual industry and the audiovisual coproduction industry in Canada, including its business relations and industry practices.</p>	N/A	15	

<p>R2</p>	<p>Knowledge of Statistics and Data Collection</p> <p>The bidder should provide a two to three page summary that will:</p> <p>a) Demonstrate knowledge of primary data sources and secondary sources (i.e. literature) of Canadian research on the audiovisual industry (provide at least three (3) sources) (7 points),</p> <p>b) Indicate methods of statistical analysis (7 points), and</p> <p>c) Demonstrate sources of statistical data for the audiovisual industry (provide at least three (3) sources) (7 points).</p> <p>The following rating schemes will be used for the evaluation:</p> <p><u>Scheme a:</u> 7 points: Can name at least three valid primary data sources and secondary sources. Describes specific data products/surveys. 4 points: Can name two valid primary data sources and secondary sources with some detail of specific data products. 1 point: Can only name one secondary source of research, gives no depth on products/surveys offered by source.</p> <p><u>Scheme b:</u> 7 points: Demonstrate advanced knowledge of statistical analysis, and the methods of statistical research (could include concepts of regression analysis, multi-variant analysis, measures of confidence, and other methods). 4 points: Demonstrate knowledge of statistical analysis with some references to specific methods of statistical research. 1 point: Little reference to knowledge of specific methods of statistical analysis. General familiarity with statistics.</p> <p><u>Scheme c:</u> 7 points: Can name at least three valid, quantifiable sources of statistical audiovisual data. Names some specific data products/surveys. At least two are Canadian. 4 points: Can name two valid sources of statistical audiovisual data, with at least some detail as to specific data products. 1 point: Can only name one source of statistical audiovisual data, gives no depth on products/surveys offered by source.</p>	<p>N/A</p>	<p>21</p>	
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<p>R3</p>	<p>Approach and Methodology</p> <p>The bidder should clearly demonstrate his/her understanding of the study's objectives and tasks to be carried out to complete all aspects of the study. To "demonstrate", the Crown expects the bidder to provide a detailed narrative text in their proposals. The bidder should:</p> <ul style="list-style-type: none"> • describe the broad aspects of the methodological approach to the study; • address potential issues/challenges by outlining the approach and specific tasks to be undertaken; • identify the data required to complete all aspects of the study; and • suggest novel, enhanced or alternative approaches and mitigation strategies for identified challenges, all within the budget. <p>The above-mentioned elements should be presented in sufficient detail to allow for a complete understanding of the approach to the study, and the characteristics of the deliverables to be produced.</p> <p>The following rating schemes will be used for the evaluation:</p> <p><u>Coverage (10 points):</u> 10 points: All the above-mentioned elements are addressed in the proposal. 7 points: 3 of 4 of the above-mentioned elements are addressed in the proposal. 3 points: 1 or 2 above-mentioned elements are addressed in the proposal.</p> <p><u>Understanding (10 points):</u> 10 points: The bidder demonstrates a thorough* and exhaustive* level of understanding of all the above-mentioned elements. 7 points: The bidder demonstrates a general* level of understanding of all the above-mentioned elements. 3 points: The bidder demonstrates a minimal* level of understanding of the above-mentioned elements. 1 point: The bidder demonstrates an inadequate* level of understating of certain of the above-mentioned elements.</p> <p><u>Details (10 points):</u> 10 points: Specific* details are provided for all the above-mentioned elements. 7 points: Specific* details are provided for a few of the above-mentioned elements. 3 points: General* information is provided for all the above-mentioned elements. 1 point: General* information is provided for a few of the above-mentioned elements.</p>	<p>N/A</p>	<p>30</p>	
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<p>R4</p>	<p>Experience and Qualifications</p> <p>This aspect of the proposal will be evaluated based on curriculum vitae (see MT3 above) of the two lead* team members, and will be evaluated on the following elements:</p> <p>a) Experience in conducting and writing economic analysis studies for the cultural industries (10 points). b) Qualifications: Academic qualifications on Economics, Statistics, Business administration, Project management (5 points).</p> <p>When the two lead team members' years of experience fall under a different category of points an average of the years' experience will determine the points. For example: where one of the lead team member has 9 years of relevant experience and the other one has 6 years of relevant experience, the total years of experience (15) will be divided by 2 for a total of 7.5 years of experience. In this example the proposal would get 8 points. If a Bidder has only one lead team member performing all the work, the number of years of relevant experience of the one member will be used to determine the points.</p> <p>The following rating schemes will be used for the evaluation:</p> <p><u>Experience (scale a):</u> 10 points: The two lead team members each have more than 10 years of relevant experience. 8 points: The two lead team members each have 7 to 10 years of relevant experience. 6 points: The two lead team members each have 5 to 6 years of relevant experience. 4 points: The two lead team members each have 3 to 4 years of relevant experience. 2 point: The two lead team members each have some relevant experience but less than 3 years.</p> <p><u>Qualifications (scale b):</u> 5 points: Both lead team members have academic qualifications that are highly relevant in economics or statistics. 4 points: At least one of the lead team members has academic qualifications that are highly relevant in economics and statistics. 3 points: At least one of the lead team members has academic qualifications that are relevant in economics or statistics. 2 points: Both lead team members have academic qualifications that are relevant in two of the four areas.</p>	<p>N/A</p>	<p>15</p>	
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	<p>1 point: At least one of the lead team members has some academic qualifications that are relevant in one of the four areas.</p>			
<p>R5</p>	<p>Project Management and Work Plan</p> <p>This item primarily addresses overall project management and the quality of the work plan provided.</p> <p>This aspect of the proposal will be evaluated based on the following elements:</p> <ul style="list-style-type: none"> • Work plan • Clear description of the composition of the proposed team (e.g. name, title, role, level of responsibility) • The levels of effort of each team member, including the project manager, will be evaluated (level of effort should be expressed in number of days per person for the entire duration of the project) • Mechanisms for controlling the quality of the work and deliverables planned for the purposes of this evaluation. <p>The following rating schemes will be used for the evaluation of both elements:</p> <p><u>Work plan (5 points):</u> 5 points: work plan outlines all tasks to be completed, including dates and each person's contribution. 3 points: work plan outlines some of the tasks to be completed, including some dates and each person's contribution. 1 point: work plan is not detailed enough and only includes some of the tasks to be completed, including some dates and/or some contributions.</p> <p><u>Project Management (5 points):</u> 5 points: identifies detailed mechanisms to be used to manage the project and ensure quality control of the deliverables. 4 points: identifies some of the methods to be used to manage the project and to ensure quality control of the deliverables. 3 points: identifies some of the methods to be used to manage the project or, the methods to be used to ensure quality control of the deliverables. 1 point: fails to identify any methods to be used to manage the project and ensure quality control. These methods are not sufficient to be convincing.</p>	<p>N/A</p>	<p>10</p>	

<p>R6</p>	<p>Quality of the Technical Proposal</p> <p>The proposal should be clear, well written and easy to understand; it should also meet all the requirements set out in the request for proposals.</p> <p>The following rating scheme will be used for the evaluation:</p> <p><u>Language of the proposal (5 points):</u></p> <p>5 points: Language very clear, concise, easy to understand. 3 points: Language at times vague and difficult to understand. 1 point: Language is very vague and very difficult to understand.</p> <p><u>Errors in the proposal (5 points):</u></p> <p>5 points: No or very few (less than 5) typographical and/or grammatical errors. 4 points: Some (6-10) typographical and/or grammatical errors. 3 points: A number (11-20) typographical and/or grammatical errors. 1 point: A great many (more than 20) typographical and/or grammatical errors.</p> <p><u>Organization of the proposal (5 points):</u></p> <p>5 points: The elements of the proposal are well organized and all logically related. 4 points: The elements of the proposal are for the most part well organized and all logically related. 2 points: Organization is weak and few of the elements of the proposal are logically related. 1 point: The elements of the proposal are not logically related and difficult to find.</p>	<p>N/A</p>	<p>15</p>	
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R7	<p>Green Procurement and Services</p> <p>(a) The proposal is printed double-sided (1 point). (b) The proposal is printed on certified recycled paper (30% post-consumer recycled content or more) and a certification to that effect is provided. In terms of the certification, the bidder should simply provide the brand name of the paper used and proportion of the recycled content (2 points). (c) The bidder certifies that all documents prepared under this contract will be printed double-sided and on certified Ecologo recycled paper or equivalent (2 points).</p>	N/A	5	
<p>TOTAL (minimum required overall score is 70% or 78 points)</p>		78	111	

***Definitions**

Exhaustive: Comprehensive; exhausting a subject or topic.

General: Considering or dealing with overall characteristics, universal aspects, or important elements, especially without considering all details or specific aspects.

Inadequate: Not adequate or sufficient.

Minimal: Barely adequate of the least possible

Specific: Concerned specifically with the item or subject named.

Thorough: Extremely attentive to accuracy and detail.

Lead: Team member(s) performing the main tasks of the project.

ANNEX "C"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

A- **Contract Period (Date of award to March 31st, 2015)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 **Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Travel (if applicable) and Customs duties are included. Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

2.0 **Payment Schedule**

Deliverable	Dates	Payments
Detailed Research and Work Plan	November 10, 2014	25%
1 st Draft of Study	February 23, 2015	50%
Delivery of Final Version of Study and Supporting Documents	March 30, 2015	25%

**ANNEX “D”
OFFER OF SERVICES**

REQUEST FOR PROPOSALS 10140572

A Study of the Economic Impact of Audiovisual Treaty Coproductions and Co-Ventures in Canada

<i>(to be filled in by Bidder)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p>Security Clearance Level of Bidder</p> <p>i. Bidder's (Company) name and full address as they appear on the security clearance application:</p> <p>ii. Security clearance level granted and file number:</p> <p>iii. Expiry date:</p>	i.	
	Designated Organization Screening (DOS)	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Specify file number:
	Facility Security Clearance (FSC)	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Specify file number:
Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
iii.		
<p>Security Clearance Level of Bidder's Individual Resources (add additional resources on another page, if required) :</p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>		
	i.	
	ii.	
	iii.	

<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in the bid solicitation.	
Signature of Authorized Representative of Bidder	