

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau**  
**Québec**  
**K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Events Planning and Management	
<b>Solicitation No. - N° de l'invitation</b> C1111-140462/A	<b>Date</b> 2014-12-12
<b>Client Reference No. - N° de référence du client</b> C1111-14-0462	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CX-027-66340	
<b>File No. - N° de dossier</b> cx027.C1111-140462	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buck(CX Div.), Daniel	<b>Buyer Id - Id de l'acheteur</b> cx027
<b>Telephone No. - N° de téléphone</b> (613) 998-8588 ( )	<b>FAX No. - N° de FAX</b> (613) 991-5870
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF CANADIAN HERITAGE 11TH FL.STN 106 (25-11-V) 25 EDDY ST Gatineau Quebec K1A0M5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication  
360 Albert St. / 360, rue Albert  
12th Floor / 12ième étage  
Ottawa  
Ontario  
K1A 0S5

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

See Part 2 for Clauses and Conditions  
Voir Partie 2 pour Clauses et Conditions

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Events Planning and Management	C111	C111	1	Each	\$	\$		See Herein	

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**See attached documents. Please note that the numbering is starting back at page one.**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, and the Insurance Requirements.

### **1.2 Summary**

Department of Canadian Heritage is seeking the services of a Contractor to develop, coordinate and execute the Canada Day 2015 Noon and Evening Shows on Parliament Hill. This includes the artistic concept, the event production coordination of the artistic concept, the identification and hiring of artists (performers), the protocol and technical components as directed by PCH, as well as to seek a broadcaster for the evening show. The successful Contractor will be required to deliver a coherent and entertaining package that can be adapted to suit both the protocol nature of the Noon Show and the celebratory spirit of the Evening Show.

The contract is from date of award to August 30, 2015. If the Contract is authorized for use beyond the initial period, The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions, from September 1, 2015 to August 30, 2016.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

For services requirements, Bidders 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 bid solicitation.

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

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### 1.3 Debriefings

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

### 1.4 Key Terms

In this Contract, the following words, when the initial letter is in upper case, have the following meanings:

- **"PCH"** means the Department of Canadian Heritage.
- **"PWGSC"** means **Public Works and Government Services Canada**
- **"Main Stage"** defines the main staging structure located in the centre of the Precinct, as defined below.
- **"Noon Show"** means all the activities, events and associated celebrations that will occur on the Main Stage on or about 12:00 noon on July 1, 2015.
- **"Evening Show"** means all of the activities, events and associated celebrations that will occur on the Main Stage during the evening of July 1, 2015.
- **"Artist"** means all the artists and performers that will perform as part of the Noon Show and/or Evening Show on the Main Stage during the Canada Day celebrations of July 1, 2015.
- **"Canada Day Parliament Hill Team committee"** means the working group, made up of employees of PCH and the Contractor, which coordinates the planning, design and delivery of Canada Day.
- **"Precinct"** means the outdoor area located on Parliament Hill in the City of Ottawa, delineated as follows:
  - to the west by the West Block
  - to the east by the East Block
  - to the south by the perimeter wrought iron fence along Wellington Street and
  - to the north by the Upper Drive along the Centre Block.
- **"Broadcaster"**
  - means the broadcaster(s) who may be retained by PCH to broadcast all or part of the Noon Show, potentially on several broadcast platforms as outlined in Annex A.
  - means the television broadcaster(s) who may be retained by the Contractor to broadcast all or part of the Evening Show, potentially on several broadcast platforms as outlined in Annex A.
- **"Morning Program"** means any programming elements that occur prior to the Noon Show organized by PCH that may share the stage and/or precinct and will require technical equipment and crew of the Contractor.
- **"Afternoon activities"** means any programming elements that occur between the Noon Show and the Evening Show, organized by PCH that may share the stage and/or precinct and the technical equipment and crew of the Contractor.

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- **"On-site video"** means giant screen caption of ALL programs, including the Morning Program and the Afternoon activities. Caption also includes but is not limited to airing video items as supplied by PCH as well as shared images from the Broadcaster(s).
  - **"National Broadcast"** means the transmission of the Canada Day 2015 Noon and Evening Show via multiple platforms, including television and/or radio and/or over the internet, and thereby readily accessible to all Canadian homes.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "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 Offeror a FPS in receipt of a pension?

**YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7 Basis for Canada's Ownership of Intellectual Property**

The Department of Canadian Heritage 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: 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (Four (4) hard copies and one (1) soft copy on USB).

Section II: Financial Bid (One (1) hard copy and one (1) soft copy on USB).

Section III: Certifications (One (1) hard copy)

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

Canada requests that 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 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, bidders 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 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.

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## **Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".  
The total amount of Applicable Taxes must be shown separately.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

##### **M.1 FINANCIAL PROPOSAL**

- M.1.1 The Bidder MUST submit a financial proposal with a firm price not less than **\$3,345,000.00** and not exceeding **\$3,558,000.00** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate) for the Contract period and the option period. The maximum amount includes travel expenses.

##### **M.2 EXPERIENCE OF THE FIRM**

The Bidder must have:

- Been in business for a minimum of five (5) years, including a minimum of three (3) years specializing in the provision of event management services; and
- A physical place of business within Canada.

The Bidder must provide:

1. The number of years the firm has been in business; and
2. The number of years the firm has specialized in the provision of event management services; and
3. The physical address(es) of the firm's place(s) of business within Canada (including street address, city/town, and province/territory for each).

##### **M.3 EVENT MANAGEMENT PROJECTS**

- M.3.1 The Bidder must provide a detailed description of three (3) event management projects.

The event management projects described must demonstrate the experience of the Bidder. Projects submitted where the work was performed by one (1) or more of the Bidder's resources on behalf of another firm will not be accepted.

For each event:

- a) The event start date must have been after January 1, 2009;
- b) The event location – at least two (2) of the three (3) event management projects must have been in North America and one (1) of these two (2) events in North America must have been in the province of Ontario;
- c) The bidder's assigned portion of the overall budget must have been at least \$1,000,000.00 (Canadian) (including professional fees, direct expenses, sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);

- d) A minimum audience of 20,000 people must have been in attendance at one (1) time and in a single location – at least two (2) of the three (3) event management projects must have been outdoor, cultural events (e.g. concerts, festivals, variety shows);
- e) The Bidder must have been responsible for the hiring, coordination and management of artistic talent/performers to provide entertainment during the event;
- f) The Bidder must have been responsible for the adherence to all applicable laws and regulations as well obtaining all applicable rights and releases to provide all aspects of the event;
- g) The Bidder must have been responsible for the coordination and management of scheduled speakers/presenters;

M.3.1.1 The Bidder must provide the following information for each of the three (3) event management project samples submitted:

- Name of the project/event;
- Client (Department/firm, etc);
- Client contact;
- Description of the event;
- Event start date;
- Event location;
- Bidder's assigned portion of the overall budget (including professional fees, direct expenses, Sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);
- Number of people in attendance at the identified location;
- Description of the requirements for the hiring, coordination, and management of artistic talent/performers;
- Description of the requirement for the coordination and management of scheduled speakers/presenters;
- Description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases; and
- List of event s management services provided.

M.3.1.2 The Bidder must have arranged for a host broadcaster for at least one (1) of the outdoor event management projects, for which the Bidder was also responsible for the stage concept; the resulting broadcast must have been live with an intended national or international audience.

The Bidder must provide a description of the Bidder's responsibilities related to the arrangement of the host broadcaster, the development of the stage concept, and the resulting broadcast. The description must also identify the intended audience for the resulting broadcast.

M.3.1.3 The Bidder must provide a letter of reference for each event management project sample submitted. Each letter of reference must be from the client for the event management project sample and must be addressed to the Bidder. The letter of reference must indicate the client's satisfaction with the performance of the Bidder.

#### **M.4 PROJECT PLAN & REPORTING STRUCTURE**

M.4.1. The Bidder must provide a document outlining the roles and responsibilities of all key team members proposed for the provision of the services and deliverables specified in the Annex A Statement of Work which must include the following:

Event Production Company

- Producer
- Artistic Producer
- Project Manager
- Rights Clearance / Artist Union Liaison

Artistic Management Team

- Artistic/Stage Director
- Stage Management Team
- Choreographer

Creative Team

- Set Designer
- Lighting Designer
- Video Designer
- Sound Designer

Technical Team

- Production Manager
- Technical Director
- Floor Manager; and

M.4.2. The Bidder must identify a clear reporting structure of the key team members described in M.4.1 in the form of a tree diagram and an indication of which roles key personnel will play in interacting with PCH.

**4.1.1.2 Financial Evaluation**

**4.1.1.2.1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes extra, FOB destination, Canadian customs duties and excise taxes included.

**4.1.1.2.2 Financial Evaluation Criteria**

Bidders declared fully responsive according to the criteria identified in article 2 Basis of Selection below will be evaluated based on the prices proposed in the Financial Proposal.

The Bidder must identify rates in accordance with the Basis of Payment at Annex "B".

**4.2 Basis of Selection**

**4.2.1 Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price within the specified budget will be recommended for award of a contract.

#### **4.2.2 Tiebreaker Determination**

##### **Step 1**

In the event, following a successful technical and financial evaluation, one or more (1) bids have an equal Bid Evaluation Value (BEV), the Contracting Authority will select the bid with the highest all-inclusive price in the category of service for: "Artistic".

##### **Step 2**

In the event that a tie still exists after Step 1, the Contracting Authority will select the bid with the highest all-inclusive price in the category of service for: "Technical" ..

##### **Step 3**

In the event that a tie still exists after Step 2, the Contracting Authority will select the bid with the lowest all-inclusive price in the category of service for: "Production & Logistics".

##### **Step 4**

In the event that a tie still exists after Step 3, the Contracting Authority will select the bid with the highest all-inclusive price in the category of service for: "Broadcast".

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Canadian Content Certification**

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

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

### **6.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
2. Before award of a contract the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. The Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive
3. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Insurance Requirements**

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

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

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

#### 7.2.2 Supplemental General Conditions

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

### 7.3 Security Requirements

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, and all others must have a valid **SITE ACCESS** clearance required, granted or approved by the Canadian Industrial Security Directorate, Public Works and Government Services Canada. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - i. Security Requirements Check List and security guide (if applicable), attached at Annex C
  - ii. *Industrial Security Manual* (Latest Edition).

Solicitation No. - N° de l'invitation  
C1111-140462/A  
Client Ref. No. - N° de réf. du client  
C1111-140462

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx027.C1111-140462

Buyer ID - Id de l'acheteur  
cx027  
CCC No./N° CCC - FMS No./N° VME

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## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 30, 2015 inclusive.

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 Authorities

The Contracting Authority for the Contract is:

Daniel Buck  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Communication Procurement Directorate  
360 Albert Street  
Ottawa, Ontario K1R 7X7

Telephone: 613-998-8588  
Facsimile: 613-991-5870  
E-mail address: daniel.buck@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
C1111-140462/A  
Client Ref. No. - N° de réf. du client  
C1111-140462

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx027.C1111-140462

Buyer ID - Id de l'acheteur  
cx027  
CCC No./N° CCC - FMS No./N° VME

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*(Insert or delete as applicable)*

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### **7.5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.7 Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex "B", for Work performed pursuant to the Contract and subject to acceptance by the Project Authority.

#### **7.7.1 Basis of Payment – Firm Price(s)**

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 Annex B for a cost of \$ \_\_\_\_\_. *Customs duties* are excluded and Applicable Taxes are extra.

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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.

### **7.7.2 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.7.3 SACC Manual Clauses**

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

### **7.8 Invoicing Instructions**

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.

Each invoice must be supported by:

- a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
    - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **7.9 Certifications**

#### **7.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

#### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.9.3 SACC Manual Clauses**

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

### **7.10 Applicable Laws**

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

### **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2014-09-25) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_.

### **7.12 Insurance Requirements**

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

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

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

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Introduction

##### 1.1. Context

In 1981, the Government of Canada established within the Department of the Secretary of State of Canada (now PCH) a permanent program to organize the annual July 1 festivities including the Noon Show on Parliament Hill, Canada's foremost protocol activity on Canada Day. From 1984 to 2013, the National Capital Commission (NCC) organized all Canada Day events and activities (except for the Noon Show) that take place in Canada's Capital Region. As of 2014, PCH is now responsible for all Canada Day events and activities.

PCH is seeking the services of a Contractor to develop, coordinate and execute the Canada Day 2015 Noon and Evening Shows on Parliament Hill. This includes the artistic concept, the event production coordination of the artistic concept, the identification and hiring of artists (performers), the protocol and technical components as directed by PCH, as well as to seek a broadcaster for the evening show. The successful Contractor will be required to deliver a coherent and entertaining package that can be adapted to suit both the protocol nature of the Noon Show and the celebratory spirit of the Evening Show.

##### 1.2. Executive Summary

The Contractor, under the direction of PCH, must develop the concepts, the staging and show rundowns for the Noon and Evening Shows incorporating the thematic components determined by PCH. The Contractor must also seek and secure a broadcaster for the evening show. The Contractor must organize and be responsible for the implementation of the Noon and Evening Shows by

- a) Creating, developing and submitting programming concepts for the Noon & Evening Shows, and applying themes and objectives to the applicable shows;
- b) Hiring, all Artists, including MCs and guest presenters for both the live performances and the televised broadcast. The Contractor must also engage Artists according to the applicable artist unions and their union minimums, and to respect their respective reciprocal agreements, which include but are not limited to, Canadian Actors' Equity Association (Equity), the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), Union des Artistes (UdA) and the Canadian Federation of Musicians (CFM), as well as paying for any applicable synchronization fees for both the live performances and the televised broadcast. The broadcast fees shall be determined by the Contractor in consultation with the broadcaster, and these fees shall be based on the same union minimums as those of the broadcaster's agreement with the artist union(s) so that all rates remain consistent;
- c) Hiring all technical and production personnel and artistic management staff (i.e. stage director, choreographer, stage managers, technicians);
- d) Designing and creating a new backdrop and other decorative elements, including, but not limited to staircase, scrims and set. If the optional additional year is exercised as part of this contract, the Contractor will re-utilize all or part of the staircase, set, scrims, backdrops and other decorative elements that were created for the Canada Day 2015 stage and that are currently held in storage. Scaled drawings and 3-D graphic renderings of the stage design will be required for various approvals. Upon completion of the project, the scaled drawings and 3-D graphics will remain the property of PCH;

- e) Developing various show documents (i.e. show rundown, blocking, schedules) required for the execution of the Noon and Evening Shows;
- f) Liaising with all stakeholders to ensure all pertinent information is shared between PCH, broadcasters, contractors, suppliers, and any other parties, as required;
- g) Managing all staging areas during the rehearsals and shows;
- h) Co-ordinating and supervising the running of the shows;
- i) Providing the stage set, giant screens, audio, lighting and video requirements including air pack and cameras (air pack and cameras will be used for re-broadcasting on the on-site screen of all non-televised programming, video capsules or recording for archiving, and for the signing interpreters required for the noon show, but not for the broadcaster use);
- j) Managing a detailed budget for the Noon and Evening Shows as outlined in the Statement of Work.

PCH will supply site-related logistics and install basic infrastructure, including: the main stage and backstage facilities, tents, trailers, barricades and security guards for the site. PCH is also responsible for the theatrical pyro effects during the show and the fireworks display immediately following the Evening Show.

The Contractor is in charge of and responsible for the onstage show production, all technical and production requirements related to the performers/guest presenters, the production of scenic video content and projections (as detailed below in section 5) and the production of and/or refurbishing of stage sets and downstage stairs, as well as for the production of the Evening Show broadcast.

The Contractor is required to present a final report which will include budgetary information as well as a logistical and production overview.

## **2. BACKGROUND**

The British Parliament passed the *British North America Act*, (since renamed the Constitution Act) creating Canada as a nation, on July 1, 1867. Canada Day has since become a significant and important date to all Canadians and is the opportunity to reinforce our awareness and pride at the depth of Canadian culture, heritage and achievements, and to celebrate Canadian identity and nationhood. The Canada Day activities on Parliament Hill also present a key opportunity for the Government of Canada to foster enthusiasm and excitement around events of national and international significance. Canadians across the country also partake of the offerings through broadcast properties aired in all regions.

The information below will assist the Contractor in understanding PCH's mandate and objectives as it relates to Canada Day in Canada's Capital Region.

### **2.1. Canadian Heritage's Vision and Mission**

PCH's vision is one of a Canada where all Canadians can celebrate our rich cultural diversity, our shared experiences and values, and where all can gain a greater understanding and appreciation of our history, heritage, and communities. PCH sees a Canada that invests in the future by supporting the arts, our two official languages and our athletes. A Canada that is confident in a world of choice, at the forefront of the creative economy and a leader in the digital world.

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PCH promotes an environment in which all Canadians take full advantage of dynamic cultural experiences, celebrating our history and heritage, and participating in building creative communities.

For Canada Day, the following are PCH's corporate objectives relevant to the present terms of reference:

- a) to use the Canada Day celebrations as an opportunity to transmit to Canadians evocative messages which will create pride and a sense of belonging;
- b) to showcase Canadian excellence and achievements especially in the performing arts sector;
- c) to organize a memorable event for residents and visitors alike that will leave a positive impression of Canada and its Capital;
- d) to achieve the highest level of excellence in both the development and delivery of Canada Day celebrations;
- e) to maintain PCH's position as a key player in the production and delivery of large-scale programming initiatives;
- f) to reflect Canada's cultural diversity.

### 3. EVENT DESCRIPTION

#### 3.1. Programming Framework

##### Overview

Canada Day's programming reflects the sense of pageantry, patriotism and pride – from the Flag Raising Ceremony and Changing the Guard Ceremony at the start of the morning to the fireworks display at the end of the Evening Show. Both the Canada Day Noon and Evening Shows are the main conduits to showcase our rich cultural diversity, our shared experiences and values, and where all can gain a greater understanding and appreciation of our history, heritage and communities. Featuring artists from across the country, it celebrates Canadians from our diverse regions and cultural heritage, including Aboriginal cultures, both official languages and excellence in the various performing arts (in the selection of artists, masters of ceremonies, etc.)

The Noon and Evening Shows should reflect and speak to Canadians, creating an emotive connection and experience. To ensure a festive atmosphere that is diverse, the following programming elements must be incorporated:

- a) the Contractor will be responsible for the creative concept development of the Noon and Evening Shows where the following Canada Day objectives must be addressed with a creative means to connect all main elements within the overall Evening Show concept:
  - To celebrate our Canadian identity, excellence and achievements in the performing arts sector;
  - To develop within the concept, an approach **that reinforces the role and importance of the Capital both as a** symbol of Canadian pride and nationhood;
  - To propose a creative means to incorporate events and commemorations of national significance.

The Contractor must present a concept within the proposed budget and site infrastructures.

- b) the Contractor must negotiate and contract all artists for the Noon and Evening Shows and must secure the artist's commitment to participate both in the live and broadcast performances;
- c) there shall be two (2) shared headliners (one (1) English, one (1) French) for the Noon and Evening Shows, as well as one additional headliner for the Evening Show. A house band will

be used to accompany the other musical support acts for both shows (approximately 4 support acts);

- d) for the most part, performances shall be live, with some pre-taped performances or messages, which shall make up only a small percentage of the show;
- e) to make both live events accessible to as many Canadians as possible, the Noon and Evening Shows must be broadcast on multiple platforms;
- f) the Contractor will incorporate diverse forms of performing arts within the artistic concept in consultation with the Canada Day Parliament Hill Team committee.

Apart from high-security, health and safety issues, this event must go on according to schedule and the Contractor will work with PCH to develop, plan and execute all reasonable contingency plans in the event of unforeseen interruptions or pauses. PCH shall have sole and exclusive authority to make decisions regarding any deviation from the schedule.

### Canada Day Program

The following is a high-level guide to the day's events, which is subject to change:

Event	Time	Description
Flag Raising	9:00 – 9:29	Ceremony to accompany the raising of the flag on the East Lawn of Parliament Hill
Changing of the Guard	9:30 – 9:59	Changing of the Guard on the East Lawn of Parliament Hill
Carillon Concert	10:00 - ??	A concert given by the National Carillonneur.
Noon Show	11:45 – 13:30	The Noon Show must be presented in a manner that engages, reaches out and embraces all Canadians, but also artfully and seamlessly incorporates in its performance scenario the three (3) speeches mentioned below. Video clips that include messages from members of the Canadian Armed Forces may also be incorporated into the performance scenario. The Noon Show also presents a key opportunity for the Government of Canada to highlight events of national significance.  The Noon Show artist line-up, scenario/rundown and script are subject to final approval by PCH.
Afternoon Activities	14:00 – 17:00	Afternoon activities are participative and family friendly, taking place on the East and West Lawns of Parliament Hill.
Evening Show	(between) 19:30 & 20:29 – (no later than) 21:59	The Evening Show must be a festive show, incorporating various musical styles and diverse forms of performing arts leading into the Fireworks display.  The Evening Show artist line-up, scenario/rundown and script are subject to final approval by PCH, and best efforts must be made to consult the broadcast partner in the development process of the show.
Fireworks	22:00 – 22:20	Fireworks display is launched from the Astrolabe (Nepean Point).

The following parameters must be respected for the Noon and Evening Shows:

The duration of the Noon Show is approximately **90 minutes**. It includes the protocol segment of approximately **20 minutes**, the arrival of the dignitaries (the Minister of Canadian Heritage, the Prime Minister of Canada and the Governor General of Canada), the inspection of the guard and the Snowbirds (CF 18) fly-by. Using the pre-established protocol process is a mandatory requirement for this program. The second part lasts **70 minutes** and includes performances by Canadian artists as well as speeches by the three dignitaries.

While the Evening Show is a **live** event, of approximately **90 or 120 minutes in duration**, the show rundown and staging must also take into consideration a program that is suitable for a one hour or 90 minute national broadcast in both French and English, which culminates in a live finale **ending at 9:59 pm sharp**, at which time, a 16-18 minute fireworks display is launched.

### **Stage**

The stage will consist of a main stage on the grounds of Parliament Hill within the Precinct.

#### Performance Area:

Performance area; 63' wide x 50' deep

Floor height from Ground at downstage centre; 5'6"

Roof height from floor to the downstage bridge (truss); 35'

Roof height from floor to the upstage bridge (truss); 32'

#### Wing Space:

SL & SR; 43'w x 40' deep

#### Wind Walls:

Two layers of black scrim on both sides of and the back of the stage

#### Backstage Area:

Covered 50' x 34'

Sides: single layer of scrim on the rear and left and right sides

### **Broadcasting and other media**

PCH will seek a broadcast partner(s) to broadcast the Noon Show across Canada.

The Contractor must seek a national broadcast partner(s) to broadcast all or part of the Evening Show, in French and English.

The Contractor must work closely with any broadcaster selected by PCH to integrate the Noon Show live performances for broadcast.

The Contractor must deliver a rights-cleared program for both Noon and Evening Shows that can be broadcast on multiple platforms likely within the same broadcast consortium, anticipated to be in both English and French, and would likely include national main television channels, additional television networks (news or speciality), TV repeats, radio broadcasts, live webcasts and archived web programs for 90 days as described in Annex A.

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### 3.2. Development and Implementation

Through the first month of the Contract, the Contractor will meet with PCH to develop the artistic concepts for the Noon and Evening Shows, that includes but is not limited to, the show thematic, the approved artist roster and repertoire options, other programming elements to be incorporated (i.e. video, messaging, guest presenters, etc.), as well as the set, lighting, audio and video design/operating requirements. Best efforts will be made to consult the broadcast partners within the process.

The Contractor must confirm artist availability and book all artists, as well as to develop the running order and pacing of the shows.

As the shows begin to take shape, the Contractor will ensure the Noon and Evening Shows are distinctive and will be responsible to coordinate the integration of the live shows within the broadcast parameters as per the partnerships secured by the Contractor for the evening show and negotiated by PCH. The Contractor will also be responsible to finalize artist contracting, coordinate the technical requirements for the show (i.e. audio, lighting, video); and develop the production schedule in collaboration with PCH.

For both shows, the Contractor will ensure that the performances on stage are integrated in any broadcast and/or news pick-ups on the site. News pick-ups can cover the following elements of the Noon Show: the arrival of dignitaries; military protocol; fly-past of the CF-18s and Snowbirds; speeches by the Governor General, Prime Minister and Minister of Canadian Heritage; the national anthem; departure of dignitaries; 30-second montage of the performances 48 hours after the live broadcast (limit of 10-second clip of individual performances); and, interviews with Canadians in the crowd, performers before and after the show, members of the military who are participating, and other appropriate elements, as determined by PCH.

Concurrently, PCH will organize the infrastructure required to support the Contractor's production namely the main stage and backstage infrastructure. PCH will assume direct responsibility for the event site in all matters peripheral to the artistic and technical components; the Contractor, on PCH's behalf, is directly responsible for the artistic and technical production.

The site will be set up during the final two weeks of June. During this phase, the construction and installation of all site infrastructures (including the stage) will be under the direction of PCH.

The Contractor will manage its artistic management team (i.e. stage director, stage management, wranglers, etc), the technical production team as well as the artists during the rehearsals and shows.

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## 4. SCOPE OF WORK

### 4.1. Responsibilities of the Contractor

The Contractor's responsibilities will include, but will not be limited to, the following:

#### 4.1.1. Artistic Production

The Contractor must:

- a) Act as the Producer, working on behalf of PCH (Executive Producer) for the Noon and the Evening Shows;
- b) Work in close collaboration with PCH to develop and execute the creative concepts for the Noon and Evening Shows, that includes but is not limited to, the show thematic, the approved artist roster and repertoire options as well as other programming elements to be incorporated as outlined in clause 4.1;
- c) Contract by no later than three (3) weeks prior to Canada Day 2015 all artists and guest presenters to perform during the shows and ensure the artists' availability for rehearsals prior to Canada Day. As previously mentioned, these contracts and offers must contain all the permissions, broadcast platforms, licences or other rights required for the promotion of the shows (permission to use artist's likeness and promotional material etc.), the presentation of the live shows and the broadcast of the shows on several different platforms (see Appendix 1 to Annex A Statement of Work). Said permissions, licences or other rights must be expressed in such a way that it is clear they are granted to the Contractor, PCH and the broadcaster(s). Furthermore, as mentioned above, the contracts shall meet the requirements of applicable artist unions;
- d) Be responsible for the development and production of the Evening Show video capsules and the integration of the Noon Show video capsules produced by PCH;
- e) Develop detailed show rundowns for approval by PCH for the Noon and Evening Shows;
- f) Develop the script for the Noon and Evening Shows, in collaboration with PCH; PCH reserves the right to assign a writer to assist with the process;
- g) The protocol segment for the Noon Show must be incorporated into the rundown, including the speeches by the three dignitaries as well as the integration of the Snowbirds flypast over Parliament Hill;
- h) Collaborate with PCH to provide a programming contingency plan for both shows in case of unforeseen delays, adverse conditions or situations.
- i) Prepare, organize, coordinate, and distribute the various production documents required for the shows to PCH, the stage management team, and the technical/production crew which includes but is not limited to consolidated artist tech riders (i.e. backline, equipment/staging requirements, tech requirements, etc.), performance rundowns/cue sheets, song/lyrics listing, rehearsal schedule, beauty schedule, wrangler schedule, call sheets, blocking sheets, contact list, etc;

- j) Cooperate with PCH marketing, broadcast and communications staff to provide biographical and promotional materials of artists in a timely fashion, schedule interviews and find opportunities to engage the artists to collaborate with PCH to promote the shows/their performances on other platforms such as social media;
- k) Prepare music compilations of artists and their proposed songs on CD format 2 days prior to scheduled artistic meetings;
- l) Organize and coordinate, all company management aspects for the Noon and Evening Show artists and all other individuals/companies subcontracted by the Contractor for the delivery of the shows, in a suitable fashion, which includes but is not limited to, the arrangement and/or coordination of hotel accommodations, travel to and from Ottawa, ground transportation within the NCR to and from the venue, and catering/craft services;
- m) Ensure all individuals sub-contracted by the Contractor that have a role on stage are properly attired on the day of the shows in order to ensure visual consistency;
- n) Organize and coordinate, all artist logistic requirements for the Noon and Evening Shows, which includes but is not limited to, artist green room set up, make-up/hair, wardrobe assistant, artist backline requirements, artist accreditation, and any other artist staging requirements;
- o) Be responsible for advancing the Noon and Evening Shows artists and guest presenters (i.e. rehearsal schedule, ground transportation, call times, etc);
- p) Provide support staff on-site (i.e., wranglers, drivers, runners, general assistants, assistant scriptwriter);
- q) Organize and coordinate, the on-site catering/craft services, including water, for Canada Day Parliament Hill artists, creative team, and event production team during the set-up, operation and dismantling period;
- r) Organize and coordinate any special effects required for both shows including logistics support related to these special effects;
- s) Design and develop a set design and be responsible for the creation of the set, backdrop and other scenic and decorative elements that will be used for Canada Day 2015. If the optional additional year is exercised as part of this contract, the Contractor will re-utilize all or part of the staircase, set, scrims, backdrops and other decorative elements that were created for the Canada Day 2015 stage and that are held in storage;
- t) Be responsible for the refurbishment, transportation, installation, removal and return to the warehouse of all stairs and set pieces for the 2015 (and possibly 2016) stage design.

#### **4.1.2. Broadcast Responsibilities**

The Contractor must:

- a) Be responsible for the production of the broadcast of the Evening Show, to be broadcast over multiple platforms (television, radio, Web);

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- b) Negotiate and pay all production, technical equipment and labour costs related to the production of the broadcast of the Evening Show;
- c) Negotiate the platforms to be used for the Evening Show, leading to a contract between the Contractor and Broadcaster(s);
- d) Ensure the appropriate supply contracts with the Broadcaster(s);
- e) Determine, in consultation with the Broadcaster(s), applicable unions and their respective tariffs;
- f) Be responsible for the appropriate funding and production of the broadcast of the Evening Show;
- g) Ensure the liaison with the Broadcaster(s), in consultation with PCH, regarding the artistic direction for the broadcast of the Evening Show;
- h) Ensure the liaison between PCH and the Broadcaster(s) regarding technical issues and logistics;
- i) Negotiate with the Broadcaster(s) a promotional plan relating to the broadcast of the Evening Show across multiple platforms, as well as a plan to promote PCH;
- j) Provide for broadcast of Evening Show:
- MC scripts, pacing document(s), list of events, and other relevant documents;
  - Pre-production of certain content elements for direct broadcast;
  - Graphics for the television broadcast opening, for the cut away to and return from commercial breaks;
- k) Consult with broadcaster(s) and manage approvals regarding Broadcast show titles, look and feel for Broadcast artwork, any Broadcast contesting, and any Broadcast promotional material of the Evening Show, in consultation with PCH;
- l) Liaise with broadcaster(s) for logistics and security, in consultation with PCH;
- m) Be responsible for negotiating, contracting, and obtaining all consents necessary for the broadcast and distribution of both the Noon and Evening Shows as rights cleared for the platforms of the broadcaster(s), in consultation with PCH and broadcast partner(s);
- n) Be responsible for paying all applicable minimum union fees for all Noon and Evening Show artists as well as any penalties, pension, and deductions for applicable artist unions including ACTRA, UdA, and CFM, as outlined in Annex A (Broadcast Platforms, Permissions, Rights and Usage). The union minimums shall be calculated based on the number of songs broadcast and on the number of broadcast platforms releases. A signed copy of all performer contracts and sync fee agreements are to be sent to PCH;
- o) Be responsible for paying all broadcast synchronization rights ensuring that there is both permission and fee agreement for music copyright prior to July 1<sup>st</sup>, 2015, which **MUST** be cleared by June 24, 2015. In the calculations, the Contractor must also anticipate broadcast contingencies and performance encore(s) for permissions and sync fees on a basis that they would be paid if additional songs

- were performed. A signed copy of all performer contracts and sync fee agreements are to be sent to PCH;
- p) Provide an estimate of union minimums and sync clearances for a potential international sale of the program. If PCH negotiates a sale, the Contractor will contract union minimums and sync clearances for any additional sales. Should any sale(s) go ahead, PCH will transfer monies to the Contractor to cover the additional minimum union fees and sync rights. A signed copy of all performer contracts and sync fee agreements are to be sent to PCH;
  - q) Obtain general broadcast and web distribution rights to two versions of "O Canada" and other anthems for the Noon and Evening Shows as well as promotional video usage rights from the Artists on behalf of PCH for both the Noon and Evening Shows, as per the terms outlined in Annex A;
  - r) Coordinate artist(s) availability, permissions and clearances for the Canada Day news conference as per terms outlined in Annex A;
  - s) Coordinate and meet with broadcast stage manager/line producer to determine the best approach to communicate to the live production teams, artists/MC cues;
  - t) Coordinate and meet with the broadcaster's technical director to determine the best approach to integrate the live production's technical needs with the broadcaster's infrastructure including communications, audio, and video as well as supply/arrange any equipment shortfalls. PCH will be invited to all meetings with the broadcasters;
  - u) Supply audio equipment capable of providing an isolated signal of all audio channels from stage performances, hosts, playback material, etc., for a mobile broadcast facility;
  - v) Provide television quality stage lighting for the performances, host positions, sets and a general wash of the viewing audience;
  - w) Provide services of a Director of Photography for both Noon and Evening Shows to ensure that the live lighting design and levels are suitable for all television requirements;
  - x) Supply intercom equipment capable of isolating different disciplines (stage managers, FD, lighting, audio, video, etc.), and provide those signals to a mobile broadcast facility as deemed necessary;
  - y) Provide technical crew with knowledge and experience in the production of live broadcasts;
  - z) Provide advice, when solicited, on technical and logistical aspects of the shows.

#### **4.1.3. Technical and Logistical Responsibilities**

The Contractor must:

- a) Ensure that production equipment selection and technical design is based within existing infrastructure capacities (rigging capacities, hydro capacities, etc.). Failure to do so will be the responsibility of the Contractor and will be rectified at their own cost;

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- b) Identify and enumerate the audio, lighting, and video requirements for the shows in consultation with PCH Production Services Team and the Broadcaster;
  - c) Provide all necessary personnel staff, equipment and technicians required to install, operate, maintain and dismantle the scenic, audio, lighting and video production equipment for the Noon and Evening Shows;
  - d) Supply all necessary personnel staff, equipment, and technicians required to provide audio and video for the morning program, and afternoon activities;
  - e) Provide any additional platforms/pods required to support the artistic concept of the evening show;
  - f) Provide complete high definition video suite (air-pack) for playback and IMAG (image magnification) including two outdoor rated video screens for IMAG with at minimum size of 24 feet wide by 13.5 feet high, three cameras, two of which are handheld and all necessary playback and communication equipment for the production of the live video components;
  - g) Provide picture in picture technology for two live signing interpreters to both IMAG screens including but not limited to: two remote-controlled high definition cameras, lighting and suitable backdrop for the two stand up positions, all switching and control equipment as well as the necessary cable distribution for the above. The interpreters are located in the backstage trailer identified on the site plan. The latter are to be used for inserting on both IMAG video screens universal access signing interpretation in both interpretations of the official speeches, host throws, dialogue and anthem during the Noon Show;
  - h) Provide hardwired translated audio signals with gain control and ear buds to signing interpreters;
  - i) If deemed required by the production, provide a single screen teleprompter system with operator, including but not limited to an outdoor rated LED screen situated on the front of house bridge 30m from the stage or another suitable location approved by PCH, all necessary rigging, signal and power distribution with an operator station & computer;
  - j) Provide 64 media feeds divided into two different locations with additional backup equipment capable of providing 24 additional media feeds if required. All media audio distribution box should be equipped with a single selectable microphone or line level XLR-3 audio cable per output to accommodate media;
  - k) Provide wireless management coordination services for the technical production as well as media requests of both live shows;
  - l) Abide by Industry Canada wireless frequency management regulation, by acquiring temporary frequency permits for all technical wireless equipment provided by the Contractor subject to policy CPC-3-1-11 section-2;
  - m) Abide by all health and safety laws and regulations imposed by any provincial and/or federal agency, including any related costs and expenses;

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- n) Abide by and enforce all security rules and regulations pertaining to the Parliamentary Precinct imposed by any federal agency, including any related costs and expenses;
  - o) Exercise best industry practices in health and safety for staff, performers and the public;
  - p) Provide by May 15, all technical and engineering information as related to all equipment/devices being attached to, hung/flowed from and/or supported by the stage including but not limited to lighting, speakers, sets, video wall/screens and all off stage structures (i.e. front of house bridge);
  - q) Provide one (1) person to be readily available during stage construction should changes to the stage be necessitated by programming;
  - r) Provide in advance a list of proposed subcontractors for all technical departments (lighting, audio, video, labour, etc.).
  - s) Provide a Safety Plan that defines its responsibility to its employees and contractors during Production installation, rehearsals, show and removal. The Safety Plan must encompass not only the immediate stage, but all areas where the Contractor's staff, contractors, artists may be situated. Include in this plan a communications plan and egress plan in the event of a catastrophe.

#### **4.1.4. Administrative Responsibilities**

The Contractor must:

- a. Identify one (1) person who will act as a representative and spokesperson of the Contractor, who will be the liaison with PCH. This person must be designated by the Contractor to ensure the contract execution unfolds smoothly, have authority to make decisions on the vast majority of matters and be the main point of contact for all aspects of the shows;
- b. Be available for consultation throughout the span of this project and to supply all necessary documents and information as outlined in the project or as requested from PCH;
- c. Participate with PCH in regular meetings (monthly) to be held at PCH headquarters or via conference call (bi-weekly) per the production schedule established by PCH:
  - i. one (1) meeting after signing of the contract to review the shows' themes;
  - ii. regularly scheduled bi-weekly after the start-up meeting;
  - iii. as-required meetings in June 2015;
  - iv. daily meetings on site during installation;
  - v. one (1) post-event meeting in July 2015.
- d. This schedule can be modified if the Contractor and PCH agree. Conference calls or Skype calls are arranged when it is not to the detriment to the exchange of information. The frequency of meetings may be modified if certain needs or requirements cannot wait until the next scheduled meeting;

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- e. Work cooperatively, when required, with any and all of PCH's partners involved in this project – e.g. broadcaster(s), federal partners and institutions, commercial sponsors, etc.;
  - f. Submit for approval detailed budget forecasts to PCH;
  - g. Provide and pay all necessary staff (i.e. administrative, support, etc.), subcontractor and/or supplier required to perform any and all tasks relating to the aspects of the shows directly under the Contractor's responsibility;
  - h. Organize and pay for all travel and accommodation costs for travel between the Contractor's office and PCH's headquarters or the Precinct;
  - i. In the absence of a broadcaster for the Evening Show, provide an audiovisual archive recording of the Evening Show, obtaining any necessary artist or union clearances - this can be taken as a live feed from the air pack;
  - j. Sign a Letter of Adherence to PCH's Event Agreement with Canadian Actors' Equity Association. The Contractor may ask for certain concessions but existing clauses cannot be changed or re-negotiated. The Contractor will apply this agreement to all artists engaged that fall under the scope of Equity's jurisdiction. (See Canadian Actors' Equity Association website: <http://www.caea.com/EquityLibrary/Default.aspx>). The Contractor shall also respect and adhere to any reciprocal agreements between Equity and other performing arts unions such as but not limited to ACTRA, Uda and CFM. For the broadcast, these three unions are required and the Contractor is required to sign and supply letters of adherence or equivalent document to PCH, and if requested, to the broadcaster(s);
  - k. Supply an estimate of the fees associated with the broadcast of the Noon Show representing ACTRA, Uda and CFM union minimums, and any synchronization fees. If required, the Contractor shall prepare and supply a breakdown of artist payments, including copies of contracts to PCH, and/or broadcaster(s) for both the Noon and Evening Shows;
  - l. If requested, supply a cost estimate for any future sales of the TV program that would represent ACTRA, Uda and CFM union minimums and sync fees. If PCH confirms the sale, the Contractor will pay the artists for the additional platform(s). PCH would retain the sale value, but would transfer any actual union costs and sync fees to the Contractor;
  - m. Produce, gather and provide to PCH all the assignments and/or waivers (Annex F) required in order to confirm that the intellectual property rights in/to the works created in the course of this contract will belong to PCH;

## **4.2. PCH Responsibilities**

### **4.2.1. Administrative Responsibilities**

PCH will:

- a) Provide a contact person to be the liaison with the Contractor for the overall coordination of the contract;
- b) Provide a contact person to be the liaison with the Contractor for technical direction and logistics;
- c) Provide a contact person to be the liaison regarding broadcast;
- d) Be available for consultation throughout the span of this project;
- e) Chair regularly scheduled bi-weekly Canada Day Parliament Hill Team meetings;
- f) Develop partnership agreements, when and where appropriate, with any and all of PCH's partners involved in this project (e.g. broadcasters, federal partners and institutions, sponsors, etc.);
- g) Obtain all necessary permissions to hold the shows within the Precinct;
- h) Pay infrastructure costs, including costs for hydro and stage;
- i) Coordinate with PWGSC for electrical hook-ups, grounding and inspections of temporary electrical services and infrastructures provided by PCH;
- j) Carry out all promotional and marketing initiatives, including media relations and news coverage before, during and after the shows;
- k) Provide information and content on sponsorship deliverables for visibility on or near performance areas, such as stages and/or giant screens;
- l) Provide a PCH liaison with Equity to facilitate relations to develop and submit a Letter of Adherence to PCH's Event Agreement with Equity;
- m) The agreement between PCH and Equity provides that, if the Contractor does not provide Equity with a satisfactory guarantee, then PCH will remain responsible to ensure that the Contractor discharges its obligations to Equity. Consequently, in the absence of a satisfactory guarantee, PCH will retain from the amounts payable to the Contractor an amount sufficient to cover the performance of the Contractor's obligations toward Equity and will only remit this amount to the Contractor upon receipt of a written confirmation from Equity that the Contractor has discharged all of its obligations or that Equity releases PCH from its obligation to guarantee performance by the Contractor.

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#### **4.2.2. Technical and Logistical Responsibilities**

PCH will:

- a) Develop, in collaboration with the Contractor, a timeline for all phases of the shows, from development to post-event evaluation;
- b) Co-ordinate and hire all necessary civil operations required for the safety of the public attending the shows (e.g. site security, policing, street closures, first aid, mass transit, etc.);
- c) Provide complete scaled site plans showing all relevant infrastructures and their capacities;
- d) Assist the Contractor in developing its Safety Plan and ensure the Plan is integrated with the overall Safety Plan for the Parliamentary Precinct.
- e) Co-ordinate the set-up, operation and dismantling of all basic site infrastructures, including stage, tents, trailers, signage, barricades, but not sets, video equipment, audio or stage lighting;
- f) Set up and supply a temporary furnished office space situated close to the staging areas, either in temporary trailers or within walking distance inside Parliament buildings, from June 10, 2015 through July 5, 2015;

#### **4.2.3. Broadcast responsibilities**

PCH will:

- a) Cede to the Contractor an exclusive licence related to all copyrights issues.
- b) Act as primary liaison regarding broadcast issues such as but not limited to, the Noon Show broadcast, clearances for media events, and planned media availability;
- c) Determine any cooperation regarding sponsored content in the live and broadcast programs, and if so, manage approvals;
- d) Receive promotional materials including bios, video and photos, storage and provide distribution of this material to media;
- e) Work with the Contractor to determine a quote for any future sales of the TV program that would represent minimum union scales and sync fees. Negotiate a possible sale, determining the terms of sale, of which, PCH would retain the sale value, but would transfer any actual union costs and sync fees to the Contractor;
- f) Act as the primary contact to send copies of sync fee clearances from the Contractor once they are signed by artists or their representatives.

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#### 4.2.4. Artistic Responsibilities

PCH will:

- a) Act as the Executive Producer of the Evening show. A key contact person will be assigned and will act as the principal/contact liaison for all other Canada Day activities on other official sites, including morning and daytime programming on Parliament Hill;
- b) Approve the creative concept of the Noon and Evening Shows including the shows' theme and the artist roster;
- c) Provide final approval for the the Noon and Evening Shows' programming, including repertoire options as well as other programming elements to be incorporated, and work with the Contractor on the shows' execution;
- d) Produce editorial video capsules for the Noon Show;
- e) Coordinate programming schedules between the two shows and the day programming on the Parliament Hill grounds, including providing a cue sheet for the video and audio operator for the non-televised morning and afternoon programming;
- f) Obtain music licences such as SOCAN and Re:Sound for the **live** performances for the Noon and Evening Shows;
- g) Approve the detailed budget forecast for the Noon and Evening Shows.
- h) Approve the script for the Noon and Evening Shows;
- i) Obtain approval of the look and feel of the stage and backdrop;
- j) Coordinate protocol components of the Noon Show;
- k) Supply translators and interpretation signers for the Noon Show;
- l) Coordinate with all other Government departments involved in the Noon and Evening Shows.

#### 5. INFRASTRUCTURE SPECIFICATIONS

PCH will install the main stage, the backstage installations (trailers, toilets, and tents) and infrastructure peripheral to the stage. In some cases, the Contractor may have an opportunity to suggest specific types of equipment or set-ups and to make changes to types or quantities, as long as this does not have any impact on the allocated budgets.

##### 5.1. Precinct

The Precinct can accommodate tens of thousands of spectators, depending on the site installation. The Precinct is also used for many other demonstrations and activities throughout the year and has important symbolic significance. The architecture of the Parliament Buildings creates a distinctive atmosphere that should be taken into consideration.

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## 5.2. Main Stage

The stage will be built to industry standards following all health and safety rules and regulations under the direction, and at the expense of PCH. A stage construction schedule will be determined by PCH in collaboration with the Contractor to ensure that the stage is available for technical production installation on or about June 25, 2015 and for rehearsals as of June 28, 2015.

## 5.3. Audio, Lighting and Video Systems

Effective sound dispersion is sometimes problematic within the Precinct, because of the site's acoustics. While determining the audio, lighting and video requirements the Contractor should keep in mind that proper diagnostics and speaker stack location will be required in order to mitigate some of these problems.

## 5.4. Other Materials

In order to ensure that the Contractor fully understands PCH's requirements, additional information will be provided once a Contractor has been chosen. This will include access to surveys conducted by the NCC in past years and relevant information on PCH's policies and procedures.

The Contractor may, at its own discretion, visit the Precinct to view the site. Since the exterior area of the Precinct is a public area accessible to anyone at almost anytime, PCH will not organize any site visits, nor will it assist any Contractor with a visit.

## 6. EVENT SCHEDULE

Contractors must supply an integrated project schedule setting forth key milestone dates and detailed deployment of resources to ensure satisfactory completion of the required work for the Noon and Evening Shows on July 1, 2015.

Below is an outline of key milestone dates, which are subject to change, and which should be used as a guide only. The project schedule may be revised by the successful Contractor upon consultation and approval by PCH.

**Note:** An in-person kick-off session at PCH Headquarters in Gatineau will be held around mid-February, after contract award, with some interaction occurring by phone and email between the issuance of the contract and the kick-off session. At the kick-off session, the Contractor should expect to have a draft project production schedule and talent roster for headline artists/acts; a thematic review will take place at the same time, which will feed the preliminary designs.

Key Milestones	Date
Thematic Review	February 16, 2015
Produce Production Schedule 1 <sup>st</sup> draft	February 16, 2015
30% Preliminary Design Documents	March 5, 2015
Approval of Thematic, Casting Approach and Preliminary Design	March 5, 2015
Headliners Approval	March 5, 2015
Support Act Talent & Artistic Line-up Approval	March 19, 2015

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File No. - N° du dossier  
cx027.C1111-140462

Buyer ID - Id de l'acheteur  
cx027  
CCC No./N° CCC - FMS No./N° VME

60% Design Documents (working design)	April 2, 2015
60% Design Approval	April 9, 2015
Approval of Events Rundown, Schedule and Communications Plan	April 30, 2015
Artists Biographical and Promotional Kit	April 30, 2015
Preliminary Multi-media Concept Presentation	May 14, 2015
Multimedia Concept Approval	May 14, 2015
Submission of 90% Final Design Documents	May 14, 2015
Confirm and Finalize Artists Engagements	May 14, 2015
Preliminary Song List Approval	May 14, 2015
Submit all technical drawings for Audio, Video, Lighting and Set elements for approval by the stage supplier engineer	May 15, 2015
Final Design Approval	May 22, 2015
Engineering Design Approval	May 22, 2015
Confirm Rehearsal Schedule	May 28, 2015
Final Song List and Music Approval	May 28, 2015
Press Conference (date tbc)	May 31, 2015
Site Installations Begin (PCH)	June 10, 2015
Preliminary Scripts and MC Notes Approval	June 11, 2015
Multi-media and Video Presentation for Approval	June 11 2015
Produce Production Schedule 2 <sup>nd</sup> Draft	June 14, 2015
Class B Budget Review	June 14, 2015
Multi-media and Video Approval	June 18, 2015
Final Approval of Events Rundown and Design	June 25, 2015
Production Installation	June 25, 2015
On-site Engineering Inspection (Production)	June 28, 2015
Deposit of 100% Music Clearance Document	June 29, 2015
Evening and Noon Talent/Protocol Rehearsal (camera rehearsal)	June 29, 2015
Noon and Evening Dress Rehearsal	June 30, 2015
Acceptance Certificate	June 30, 2015

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Canada Day	July 1, 2015
Contractor Post Mortem Meeting	July 10, 2015
Submission of Contractor Post Mortem Report and Budget Actual	July 31, 2015
Final Invoice Accounting and Last Instalment	August 30, 2015
End of Project	August 31, 2015

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## APPENDIX 1 TO ANNEX A - BROADCAST PLATFORMS, PERMISSIONS, RIGHTS AND USAGE

The goal will be to deliver rights-cleared programs for both Noon and Evening Shows that can be broadcast on multiple platforms likely within the same broadcast consortium, anticipated to be in both English and French, and would likely include national main television channels, additional television networks (news or speciality), TV repeats, radio broadcasts and rebroadcasts, live webcasts and archived web programs for 90 days. The following are estimated parameters for the 2015 broadcasts, based on the past several years:

### Noon Broadcasts:

- English television national network
- English television news network + repeat (within 48 hours)
- English television accessibility channel
- French television national network
- French television news network + repeat (within 48 hours)
- French radio national network
- Live webcasts of all above networks
- Live on the giant screens on Parliament Hill
- English web archive for 90 days
- French web archive for 90 days
- PCH archives

### Evening Broadcasts:

- English television national network + repeat (within 90 days)
- French television national network
- English specialty channel
- French specialty channel
- English national radio network + repeat (within 90 days)
- French national radio network
- Livestream webcasts of all above networks
- Canadian Forces TV (via broadcaster)
- Unlimited free video-on-demand and audio-on-demand for 90 day period
- Subsequent international sale of the Evening Show as an edited packaged program
- English web archive for 90 days
- French web archive for 90 days
- Live on the giant screens on Parliament Hill
- PCH archives

### News Media:

In all cases, clearances for news media usage are to be unlimited for news broadcasters within 48 hours in Canada only, on TV, radio and internet, as follows:

- General broadcast and web distribution rights to a version of "O Canada" and other anthems from both Noon and Evening shows;
- Performance and Synchronization clearance of two songs (one in French and one in English) for the Canada Day press conference (date TBD);
- Permission from one performer to play during rehearsal for the news media as a press preview in the day(s) immediately prior to the concerts.

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cx027  
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Video usage:

- Unlimited web distribution rights for PCH for one year
- Promotional video usage rights from each artist for PCH's promotional use, including the headliner, performing songs for 5 years for PCH to use a maximum of 10 seconds of the Artist's performance:
  - As part of the presentation or meeting material for PCH executive presentations to help explain PCH's role
  - On large screens on Parliament Hill
  - On PCH websites and social media
  - In PCH advertisements that could be aired nationally on television to promote Canada Day, the capital and PCH to Canadians.
- Unlimited, unrestricted use for Noon and Evening versions of "O Canada" and other anthems for PCH

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## ANNEX "B"

### BASIS OF PAYMENT

Bidders must submit all prices in Canadian dollars, including FOB destination, and custom duties, if applicable. The Goods and services Tax or Harmonized Sales Tax, if applicable, are extra.

The Bidder must provide firm all-inclusive prices for **each** of the Categories of Service (Project Steps) included in Tables B.1 and B.2 below.

The firm all-inclusive prices include the cost of labour, fringe benefits, general and administrative expenses, time in transit, overhead, profit and the like, excepting only Applicable Taxes.

The Contractor is subject to the Applicable Laws as outlined in article 10 of the Resulting Contract. As such, the Contractor is responsible for ensuring adherence to these Laws, including any applicable Labour Laws. The firm fixed all-inclusive prices charged by the Contractor reflect this responsibility and Canada will not be subject to additional charges not expressly laid out herein.

There is no provision for overtime under this Contract.  
Failure to price any of the categories of service included in Tables B.1 and B.2, will result in a bid being declared non-responsive.

For each table (B.1 and B.2 separately) the breakdown of the pricing for the categories of service must equal one hundred percent (100%). Failure to remain within the provided percentage ranges for any of the categories of service, for the Contract period and the Option year, will result in a bid being declared non-responsive.

#### Direct Expenses

All direct expenses, including all general and administrative expenses, normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software]; word processing; non-project specific reports, photocopying, courier and telephone charges; local travel and the like) must be included in the firm all-inclusive prices in Tables B.1 and B.2. No other charges will be permitted under the Contract.

Direct expenses include any expenses directly incurred by the 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. Direct expenses may include, but are not limited to, the following: badges; lanyards; tent cards; flip charts; on-site printing; signage; audio/video equipment rental; simultaneous interpretation equipment rental; commercial transportation; requirement-specific insurance coverage (at the request of the Project Authority); and any project-specific photocopies, telephone and facsimile charges, parking costs, and mailing, courier, and shipping fees.

#### Subcontracting

All subcontracted requirements must be included in the firm all-inclusive prices in Tables B.1 and B.2. No other charges will be permitted under the Contract.

#### Travel and Living Expenses

All travel and living expenses must be included in the firm all-inclusive prices in Tables B.1 and B.2. No other charges will be permitted under the Contract.

## Hospitality

All expenses related to hospitality requirements must be included in the firm all-inclusive prices in Tables B.1 and B.2. No other charges will be permitted under the Contract.

**Table B.1 – Event Management Services for Canada Day 2015 - Contract Period**

The firm all-inclusive prices must include all activities, materials and costs associated with the provision of the services as specified in the Annex A Statement of Work.

CATEGORIES OF SERVICE (PROJECT STEPS)	FIRM PRICE	Percentage Range of the Total Cost
<b>1) Administration</b>	\$	<b>3% - 20%</b>
<b>2) Artistic (Including but not limited to artistic direction and coordination, talent, staging, décor, costumes/make-up/hair, multimedia, video, rights and clearances)</b>	\$	<b>35% - 45%</b>
<b>3) Technical (Including but not limited to : technical direction and coordination, lighting, sound, rigging, electrical)</b>	\$	<b>30% - 40%</b>
<b>4) Production and Logistics Including but not limited to production direction and coordination, catering, office needs, logistics, transport, hotels)</b>	\$	<b>12% - 20%</b>
<b>5) Broadcast (Including but not limited to production, staff, rights and clearances)</b>	\$	<b>8% - 12%</b>
<b>TOTAL ALL INCLUSIVE COST OF THE EVENT (must be more than \$1,750,000.00 and less than \$1,863,000.00 excluding applicable taxes)</b>	\$	<b>100%</b>

Solicitation No. - N° de l'invitation  
C1111-140462/A  
Client Ref. No. - N° de réf. du client  
C1111-140462

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cx027.C1111-140462

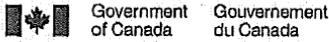
Buyer ID - Id de l'acheteur  
cx027  
CCC No./N° CCC - FMS No./N° VME

**Table B.2 – Event Management Services for Canada Day 2016 - Option Period**

<b>CATEGORIES OF SERVICE (PROJECT STEPS)</b>	<b>FIRM PRICE</b>	<b>Percentage Range of the Total Cost</b>
<b>1) Administration</b>	<b>\$</b>	<b>3% - 20%</b>
<b>2) Artistic (Including but not limited to artistic direction and coordination, talent, staging, décor, costumes/make-up/hair, multimedia, video, rights and clearances)</b>	<b>\$</b>	<b>35% - 45%</b>
<b>3) Technical (Including but not limited to: technical direction and coordination, lighting, sound, rigging, electrical)</b>	<b>\$</b>	<b>30% - 40%</b>
<b>4) Production and Logistics Including but not limited to production direction and coordination, catering, office needs, logistics, transport, hotels)</b>	<b>\$</b>	<b>12% - 20%</b>
<b>5) Broadcast (Including but not limited to production, staff, rights and clearances)</b>	<b>\$</b>	<b>8% - 12%</b>
<b>TOTAL ALL INCLUSIVE COST OF THE EVENT (must be more than \$1,595,000.00 and less than \$1,695,000.00 excluding applicable taxes)</b>	<b>\$</b>	<b>100%</b>

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat C111140462
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PARTIE A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Canadian Heritage	2. Branch or Directorate / Direction générale ou Direction Capital Experience
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Event Production Team under the direction of PCH will develop the concepts, staging and show rundowns for the Noon and Evening Shows (and will secure broadcaster for evening) of Canada Day, incorporating the thematic components determined by PCH.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada  
 Gouvernement du Canada

Contract Number / Numéro du contrat C111140462
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

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

Special comments:  
 Commentaires spéciaux : Some resources will require only reliability status.

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat C111140462
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

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**ANNEX "D" to PART 5 - BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX "E"**

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## INSURANCE REQUIREMENTS

### E.1 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 \$15,000,000.00 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.
  - q. 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,

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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.

## **E.2 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.

## **E.3 COMPREHENSIVE CRIME INSURANCE**

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
  - a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$ 250,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
  - b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$ 250,000.00;
2. The Comprehensive Crime insurance must include the following:
  - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - b) Loss Payee: Canada as its interest may appear or as it may direct.

#### **E.4 AUTOMOBILE LIABILITY INSURANCE**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

#### **E.5 ALL RISK PROPERTY INSURANCE**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$500,000.00. The Government's Property must be insured on an Agreed Value appraisal basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
  - b. Loss Payee: Canada as its interest may appear or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by **the Department of Canadian Heritage** and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX "F"  
 EVALUATION GRIDS**

EVALUATION SUMMARY	
<b>MANDATORY REQUIREMENTS:</b>	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
<b>Mandatories Checked by:</b>	<b>Date:</b>
<b>Overall Comments:</b>	

Evaluation Criteria	Met	Not met
<b>M.1 FINANCIAL PROPOSAL</b>		
The Bidder MUST submit a financial proposal with a firm price not less than <b>\$3,345,000.00</b> and not exceeding <b>\$3,558,000.00</b> (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate) for the Contract period and the option period. The maximum amount includes travel expenses.		
<b>Comments:</b>		

Evaluation Criteria	Met	Not met
<b>M.2 EXPERIENCE OF THE FIRM</b>		
The Bidder must have:		
<ul style="list-style-type: none"> <li>• Been in business for a minimum of five (5) years, including a minimum of three (3) years specializing in the provision of event management services; and</li> <li>• A physical place of business within Canada</li> </ul>		
The Bidder must provide:		
a. The number of years the firm has been in business;		
b. The number of years the firm has specialized in the provision of event management services; and		
c. The physical address (es) of the firm's places of business within Canada (including street address, city/town and province/territory for each).		
<b>Comments:</b>		

Evaluation Criteria	Met	Not Met
<b>M.3 EVENT MANAGEMENT PROJECTS</b>		
<p>The Bidder must provide three (3) event management projects. The event management projects described must demonstrate the experience of the Bidder. Projects submitted where the work was performed by one (1) or more of the Bidders resources on behalf of another firm will not be accepted.</p>		
<p>The Bidder must provide a letter of reference for <b>each</b> event management project sample submitted. Each letter of reference must be from the client for the event management project sample and must be addressed to the Bidder. The letter of reference must indicate the client's satisfaction with the performance of the Bidder.</p>		
<p><u>Event Management Project Sample #1:</u></p> <ol style="list-style-type: none"> <li>a. The event start date must have been after January 1, 2009;</li> <li>b. The event location – at least two (2) of the three (3) event management projects must have been in North America and one (1) of these two (2) events in North America must have been in the province of Ontario;</li> <li>c. The bidder's assigned portion of the overall budget must have been at least \$1,000,000.00 (Canadian) (including professional fees, direct expenses, sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);</li> <li>d. A minimum audience of 20,000 people must have been in attendance at one (1) time and in a single location – at least two (2) of the three (3) event management projects must have been outdoor, cultural events (e.g. concerts, festivals, variety shows);</li> <li>e. The Bidder must have been responsible for the hiring, coordination and management of artistic talent/performers to provide entertainment during the event;</li> <li>f. The Bidder must have been responsible for the adherence to all applicable laws and regulations as well obtaining all applicable rights and releases to provide all aspects of the event;</li> <li>g. The Bidder must have been responsible for the coordination and management of scheduled speakers/presenters;</li> </ol> <p><b>The Bidder must provide:</b></p> <ul style="list-style-type: none"> <li>• Name of the project/event;</li> <li>• Client (Department/firm, etc);</li> <li>• Client contact;</li> <li>• Description of the event;</li> <li>• Event start date;</li> <li>• Event location;</li> <li>• Event setting (i.e, indoors or outdoors)</li> <li>• Bidder's assigned portion of the overall budget (including professional fees, direct expenses, Sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);</li> <li>• Number of people in attendance at the identified location;</li> <li>• Description of the requirements for the hiring, coordination, and management of artistic talent/performers;</li> <li>• Description of the requirement for the coordination and management of scheduled speakers/presenters;</li> <li>• Description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases; and</li> <li>• List of event s management services provided.</li> </ul>		

**Event Management Project Sample #2:**

- a. The event start date must have been after January 1, 2009;
- b. The event location – at least two (2) of the three (3) event management projects must have been in North America and one (1) of these two (2) events in North America must have been in the province of Ontario;
- c. The bidder's assigned portion of the overall budget must have been at least \$1,000,000.00 (Canadian) (including professional fees, direct expenses, sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);
- d. A minimum audience of 20,000 people must have been in attendance at one (1) time and in a single location – at least two (2) of the three (3) event management projects must have been outdoor, cultural events (e.g. concerts, festivals, variety shows);
- e. The Bidder must have been responsible for the hiring, coordination and management of artistic talent/performers to provide entertainment during the event;
- f. The Bidder must have been responsible for the adherence to all applicable laws and regulations as well obtaining all applicable rights and releases to provide all aspects of the event;
- g. The Bidder must have been responsible for the coordination and management of scheduled speakers/presenters;

**The Bidder must provide:**

- Name of the project/event;
- Client (Department/firm, etc);
- Client contact;
- Description of the event;
- Event start date;
- Event location;
- Event setting (i.e, indoors or outdoors)
- Bidder's assigned portion of the overall budget (including professional fees, direct expenses, Sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);
- Number of people in attendance at the identified location;
- Description of the requirements for the hiring, coordination, and management of artistic talent/performers;
- Description of the requirement for the coordination and management of scheduled speakers/presenters;
- Description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases; and
- List of event s management services provided.

**Event Management Project Sample #3:**

- a. The event start date must have been after January 1, 2009;
- b. The event location – at least two (2) of the three (3) event management projects must have been in North America and one (1) of these two (2) events in North America must have been in the province of Ontario;
- c. The bidder's assigned portion of the overall budget must have been at least \$1,000,000.00 (Canadian) (including professional fees, direct expenses, sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);
- d. A minimum audience of 20,000 people must have been in attendance at one (1) time and in a single location – at least two (2) of the three (3) event management projects must have been outdoor, cultural events (e.g. concerts, festivals, variety shows);
- e. The Bidder must have been responsible for the hiring, coordination and management of artistic talent/performers to provide entertainment during the event;
- f. The Bidder must have been responsible for the adherence to all applicable laws and regulations as well obtaining all applicable rights and releases to provide all aspects of the event;
- g. The Bidder must have been responsible for the coordination and management of scheduled speakers/presenters;

**The Bidder must provide:**

- Name of the project/event;
- Client (Department/firm, etc);
- Client contact;
- Description of the event;
- Event start date;
- Event location;
- Event setting (i.e, indoors or outdoors)
- Bidder's assigned portion of the overall budget (including professional fees, direct expenses, Sub-contracted expenses, travel and living expenses, and any other project-related revenues, as applicable, but excluding applicable taxes);
- Number of people in attendance at the identified location;
- Description of the requirements for the hiring, coordination, and management of artistic talent/performers;
- Description of the requirement for the coordination and management of scheduled speakers/presenters;
- Description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases; and
- List of event s management services provided.

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Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 cx027.C1111-140462

Buyer ID - Id de l'acheteur  
 cx027  
 CCC No./N° CCC - FMS No./N° VME

<p>The Bidder must have arranged for a host broadcaster for at least one (1) of the outdoor event management projects, for which the Bidder was also responsible for the stage concept; the resulting broadcast must have been live with an intended national or international audience.</p>		
<p>The Bidder must provide a description of the Bidder's responsibilities related to the arrangement of the host broadcaster, the development of the stage concept, and the resulting broadcast. The description must also identify the intended audience for the resulting broadcast.</p>		
<p>The Bidder must provide a letter of reference for <b>each</b> event management project sample submitted. Each letter of reference must be from the client for the event management project sample and must be addressed to the Bidder. The letter of reference must indicate the client's satisfaction with the performance of the Bidder.</p>		
<p><b>Comments:</b></p>		

Evaluation Criteria	Met	Not met
<b>M.4 PROJECT PLAN &amp; REPORTING STRUCTURE</b>		
<p>The Bidder must provide a document outlining the roles and responsibilities of all key team members proposed for the provision of all the services and deliverables specified in the Annex A Statement of Work which must include the following:</p> <p><u>Event Production Company</u></p> <ul style="list-style-type: none"> <li>• Producer</li> <li>• Artistic Producer</li> <li>• Project Manager</li> <li>• Rights Clearance / Artist Union Liaison</li> </ul> <p><u>Artistic Management Team</u></p> <ul style="list-style-type: none"> <li>• Artistic/Stage Director</li> <li>• Stage Management Team</li> <li>• Choreographer</li> </ul> <p><u>Creative Team</u></p> <ul style="list-style-type: none"> <li>• Set Designer</li> <li>• Lighting Designer</li> <li>• Video Designer</li> <li>• Sound Designer</li> </ul> <p><u>Technical Team</u></p> <ul style="list-style-type: none"> <li>• Production Manager</li> <li>• Technical Director</li> <li>• Floor Manager</li> </ul>		
<p>The Bidder must identify a clear reporting structure of the key team members described in M.4.1 in the form of a tree diagram and an indication of which roles will play key communication roles in interactions with PCH.</p>		
<b>Comments:</b>		

**APPENDIX "1" TO ANNEX "F" EVALUATION GRID  
 M.3 EVENT MANAGEMENT PROJECTS - SAMPLE FACT SHEET**

In order to ensure that the evaluation team gets the information needed to evaluate the three (3) event management project samples identified for M.3 Event Management Projects, please ensure that the following information is provided on a "per project" basis.

Event Management Project Sample # \_\_\_\_\_

<b>Client</b>	Company, department, commission, or agency name.
<b>Client Contact</b>	Name and contact information for the company/department/commission/agency representative that managed the project.
<b>Description of the Event</b>	Brief description of the event managed, including objectives.
<b>Event Location</b>	Where was the event held?
<b>Event Start Date</b>	Month, day, and year the event started.
<b>Event Setting</b>	Was the event held indoors or outdoors?
<b>Bidder's assigned portion of the overall budget</b>	What was the Bidder's assigned portion of the overall budget (included professional fees, direct expenses, sub-contracting expenses, travel and living expenses and any other project-related revenues, as applicable, but excluding applicable taxes)
<b>Number of people in attendance</b>	How many people were in attendance at the identified location?
<b>Description of the requirements for the hiring, coordination, and management of artistic talent/performers</b>	Brief description of the hiring, coordination, and management of artistic talent/performers as part of the event managed.
<b>Description of the requirement for the coordination and management of scheduled speakers/presenters</b>	Brief description of the coordination and management of scheduled speakers/presenters as part of the event managed.
<b>Description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases</b>	Brief description of the responsibilities of the bidder for the adherence to all applicable laws and regulations as part of the event managed, included obtaining all applicable rights and releases
<b>List of Event Management Services Provided</b>	What types of event management services were provided? Provide a brief description of each.
<b>Letter of Reference</b>	Provide a letter of reference for each of the three (3) event management project samples submitted. Each letter of reference must be from the client for the event management project sample and be addressed to the Bidder. The letter of reference must indicate the client's satisfaction with the performance of the Bidder.

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**M.1.3 For at least one (1) of the outdoor event management projects:**

<b>Description of the Bidder's responsibilities related to the arrangement of the host broadcaster, the development of the stage concept, and the resulting broadcast.</b>	The Bidder must provide a description of the Bidder's responsibilities related to the arrangement of the host broadcaster, the development of the stage concept, and the resulting broadcast. The description must also identify the intended audience for the resulting broadcast.
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