

**CANADIAN HERITAGE**  
**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10150398

TITLE OF PROJECT: Study on the Marketing of Canadian Music

REQUEST DATE: July 16<sup>th</sup>, 2015

CLOSING DATE AND TIME: August 17<sup>th</sup>, 2015, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-997-2389  
Facsimile: 819-953-4133  
Email: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of award of the contract and are to be completed by February 12<sup>th</sup>, 2016, as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2 p.m., EDT, August 17<sup>th</sup>, 2015, at:

Mail room / Bid Receiving  
RFP: 10150398  
Attention: Line Séguin  
15 Eddy Street, 2nd Floor (15-2-C)  
Gatineau, Quebec  
K1A 0M5

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

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

1. They consider themselves and their products able to meet all the mandatory requirements in the bid solicitation;
2. Their bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If they are awarded a contract, they will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation in Part 6 – Resulting Contract Clauses.

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## **PART 1 – GENERAL INFORMATION**

### **1. Introduction**

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

Part 1	General Information: provides a general description of the requirement;
Part 2	Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
Part 3	Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
Part 5	Certifications: includes the certifications to be provided;
Part 6	Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
Annex “A”	Statement of Work
Annex “B”	Evaluation Criteria
Annex “C”	Basis of Payment
Annex “D”	Security Requirements Check List
Annex “E”	Offer of Services Form

### **2. Summary**

The Music Policy and Programs Directorate (MPPD) of the Cultural Industries Branch of Canadian Heritage is seeking to establish a contract for professional services to undertake a study of marketing practices and their impact on the discoverability and consumption of Canadian music.

The objective of the study is to provide insight on the current marketing trends, practices and challenges of artists and entrepreneurs with a view to deepen MPPD’s understanding of the costs and returns on investment related to the marketing of Canadian music.

### **3. Debriefings**

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

### **4. Other information**

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

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

### 2. Submission of bids

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

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

### 3. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

## **4. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority by August 5<sup>th</sup>, 2015. Enquiries received after that time may not be answered.

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

## **5. Applicable Laws**

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

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

## **6. Basis for Canada's Ownership of Intellectual Property**

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

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



## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

- Section 1: Technical Bid: 4 hard copies
- Section 2: Financial Bid: 1 hard copy
- Section 3: Certifications: 1 hard copy

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

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

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

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

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

#### **Section 1: Technical Bid**

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

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

#### **Section 2: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "C" Basis of Payment. The total amount of applicable tax(es) must be shown separately, if applicable.

**Section 3: Certifications**

Bidders must submit the certifications as required under Part 5.

**Section 4: Additional Information**

**Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site of premises for which safeguard measures are required for Work Performance.

Address:  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

### **2. Basis of Selection**

#### **Highest Rated within Budget**

2.1 To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all the mandatory technical evaluation criteria; and
- (c) Obtain the required minimum of 70% for rated requirement R1 and an overall minimum of 70% for rated requirements R2 to R6.
- (d) Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
  - i) In the event that two or more responsive bids have the same total number of points, and are within the budget limit, these bids will be ranked as follows:
    - By the highest total score obtained for point rated criteria R1 plus R3.
  - ii) After step i), if two or more bids have the same ranking, the lowest proposed price (excluding applicable taxes) will be recommended for contract award.

2.2 Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## **PART 5 – CERTIFICATIONS**

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

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

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

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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'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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### **2. Additional 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

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

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

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*Signature of authorized representative*

## **2.2 Education and Experience**

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

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*Signature of authorized representative*

## PART 6 – RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

### 2. SACC Clauses and Conditions

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

#### 2.1 General Conditions

2035 (2015-07-03) General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

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

### 3. Security Requirement

3.1 The following security requirements apply and form part of the Contract.

3.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

3.1.2 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.

3.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.1.5 The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List attached at Annex “D”;
- b. Industrial Security Manual (Latest Edition).

### **3.2 Contractor's Site or Premises**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to February 12<sup>th</sup>, 2016 inclusive.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Line Séguin

Procurement and Contract Specialist

Department of Canadian Heritage

Contracting and Materiel Management Directorate

15 Eddy Street, 9<sup>th</sup> Floor (15-9-G)

Gatineau, QC K1A 0M5

Tel: 819-997-2389

Fax: 819-953-4133

Email: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

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

#### **5.2 Project Authority**

*To be identified at Contract Award.*

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the Work under the Contract. The Project Authority is responsible to certify that the work has been performed in accordance with the terms of the contract. The Project Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

*To be identified at Contract Award.*

## **6. Payment**

### **6.1 Basis of Payment**

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

\*If the approach and methodology suggested by the Contractor involves travel, the costs related to the travel must be included in the firm price.

### **6.2 Method of Payment**

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

## **7. Invoicing Instructions**

**7.1** 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.

**7.2** Invoices must be distributed as follows:

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

## **8. Certifications**

### **8.1 Compliance**

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

## **9. Applicable Laws**

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



## 10. Priority of Documents

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

- a. The Articles of Agreement;
- b. The general conditions 2035 (2015-07-03) - Higher Complexity - Services;
- c. The supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- d. Annex A: Statement of Work;
- e. Annex C: Basis of Payment;
- f. Annex D: Security Requirements Check List;
- g. The Contractor's Bid dated \_\_\_\_\_, as amended on \_\_\_\_\_.

## 11. Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

## 12. Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

## 13. 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.

## 14. Dispute Resolution Services

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

## 15. Contract Administration

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

**ANNEX “A”****STATEMENT OF WORK****1. Scope****1.1 Title**

Study on the Marketing of Canadian Music

**1.2 Introduction**

The Music Policy and Programs Directorate (MPPD) of the Cultural Industries Branch of Canadian Heritage is seeking the services of a Contractor to undertake a study of marketing practices and their impact on the discoverability and consumption of Canadian music.

**1.3 Estimated Value**

The total value of any contract emanating from this Request for Proposals shall not exceed \$60,000, including travel and living expenses (if applicable), and excluding applicable taxes (see Mandatory Financial Criteria in Annex “B”).

**1.4 Objectives of the Requirement**

The objective of the study is to provide insight on the current marketing trends, practices and challenges of artists and entrepreneurs, with a view to deepen MPPD’s understanding of the costs and returns on investment related to the marketing of Canadian music, and to identify potential funding gaps or development opportunities.

At the completion of the contract, a report will be submitted featuring the following analysis on the marketing of Canadian artists and their music both domestically and internationally:

- A. Environmental Scan
  - Introduction to emerging trends in music discoverability (e.g. how music listeners discover new artists);
  - Overall challenges and opportunities with regards to marketing music by Canadian artists.
- B. Marketing Practices
  - The range of activities required to ensure Canadian music finds an audience, and the associated costs or proportion of expenditures they account for;
  - Activities or strategies that have the highest impact or return on investment, and measures used to assess their effectiveness;
  - Industry players involved in marketing and promoting Canadian artists and music;
  - Operational practices and requirements (e.g. use of internal vs external resources, required HR capacity and skillset, etc.);
  - How have all of the above evolved in recent years and what is the outlook for the future.
- C. Public support for the marketing of Canadian music
  - Strengths and/or gaps of Canadian support mechanisms in assisting with the marketing of Canadian music;
  - Lessons Canada could learn from other countries regarding marketing support offered to domestic artists and music entrepreneurs.

The study should take into account the specific characteristics of the English- and French-language markets as well as regional differences within Canada.

## 1.5 Background

Advancements in digital technology continue to shake up the entire music industry value network, from how artists create to how consumers listen to their music. Among others, sound recording production costs have declined, increasing the amount of music available for Canadians and world audiences. With the increase in the global supply of music, the marketing of artists and content on traditional and digital platforms represent an increasingly important part of music companies' expenditures according to industry stakeholders.

MPPD is committed to monitoring the evolution of industry practices to ensure the Canada Music Fund continues to foster an environment where Canadian music can be created, discovered and consumed. This qualitative research study will provide valuable insight on the marketing of Canadian artists and their music both domestically and internationally, expanding MPPD's knowledge and leading to informed policy and program development.

The study will be undertaken in two phases consisting of i) a review of existing documentation and ii) a minimum of 50 interviews with a wide range of music industry stakeholders involved in the marketing and promotion of Canadian music.

## 2. Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

#### 2.1.1 Phase 1

The first phase of the study will consist in reviewing existing documents to gather background information and identify overall trends on the marketing and promotion of Canadian music.

#### **Deliverable 1a: Data collection method**

The data and information used will likely come from the following sources:

- a) Publicly available sources
- b) Existing music studies
- c) Specialized music literature

The Contractor will need to provide details on the data collection method, sources of information used and how it will be analysed. Information should also be provided on how many stakeholders the contractor intends to interview in phase 2, a preliminary list of possible interviewees, and the optimal method to conduct interviews.

This methodological overview would be delivered two weeks after the award of the contract - in either official language – and would have to be approved by MPPD.

#### **Deliverable 1b: Document review analysis**

The contractor will have to deliver a preliminary analysis based on the review of existing documents no later than eight weeks after the start of the contract.

#### 2.1.2 Phase 2

The second phase of the study is intended to provide in-depth insight on the day to day operations of artists and music entrepreneurs as it relates to the marketing and promotion of Canadian music. It will also serve to fill in any information gaps or deepen any trends stemming from the review of existing documents.

Specifically, MPPD is seeking clarity on the following:

- a) Details on how marketing and promotion strategies are developed, conducted and measured.
- b) The resources required to effectively market and promote an artist's music, both from a financial and an HR standpoint (e.g. investments required, role of crowd funding if any, etc.)
- c) Who does what and to what extent?
- d) Strategies that are proving the most efficient towards the discoverability and consumption of Canadian music.
- e) The importance of music placement in audio-visual works, and how it is done (e.g. do music entrepreneurs work with music supervisors to place music in movies, television, video games, etc.)
- f) How are music entrepreneurs ensuring the visibility of Canadian artists on streaming services (e.g. agreements with the services or working with music curators to have Canadian music featured on playlists).

### **Deliverable 2: Interview questions**

The Contractor will have to submit to MPPD the final list of interviewees and the interview questions – in both official languages - that they intend to ask to stakeholders prior to conducting the interviews.

The Contractor must submit these questions for approval before or at the latest when the document review analysis is submitted.

### **Deliverable 3: First full draft of the report**

The first full draft of the study, including results from both the document review and stakeholder interviews, should be submitted no later than fifteen weeks from the contract award. This draft may be submitted in either official language.

MPPD will be required to provide comments to the contractor on this draft within a maximum time frame of three weeks.

### **Deliverable 4: Final report**

The contractor must submit the final report not later than February 12<sup>th</sup>, 2016. The report may be submitted in either official language.

## **2.2 Method and Source of Acceptance**

MPPD will review all deliverables and reserves the right to seek comments from the research unit within the Cultural Industries Branch of the Cultural Affairs Sector of Canadian Heritage and some key industry stakeholders.

## **2.3 Reporting Requirements**

All deliverables may be emailed to the Project Authority for review. The format of all deliverables must be compatible with Microsoft Office (Word, Excel or PowerPoint).

### 3. Other Terms and Conditions

#### 3.1 PCH's Obligations

The Contractor may contact the Project Authority by email or telephone to discuss the project at any point in the period of the contract.

#### 3.2 Contractor's Obligations

The Contractor is to give a brief status update to the Project Authority every two weeks. Updates may be communicated via email or telephone.

### 4. Project Schedule

#### 4.1 Expected Start and Completion Dates

From contract award to February 12<sup>th</sup>, 2016.

#### 4.2 Payment Schedule

Description	Date required	Payment
Deliverable 1a – Data collection method	Two (2) weeks from contract award	10%
Deliverable 1b – Document Review Analysis	Eight (8) weeks from contract award	25%
Deliverable 2 – Interview Questions		
Deliverable 3 – First Full Draft of the Report	Fifteen (15) weeks from contract award	25%
Deliverable 4 – Final Report	Twenty-two (22) weeks from contract award	40%

## ANNEX “B” EVALUATION CRITERIA

MANDATORY FINANCIAL REQUIREMENTS		
Mandatory Financial Criterion		Bid Preparation Instructions
<b>MF1</b>	Total Cost - Not to exceed budget of \$60,000.00 (excluding all applicable taxes).	Please refer to Part 3 of the request for proposal – Bid Preparation Instructions

MANDATORY REQUIREMENTS		Met	Not met	Cross-Reference to Proposal
<b>M1</b>	<p><b>Official languages</b></p> <p>At least one of the members of the team responsible for reviewing documents and contacting industry representatives must be able to do the work in both official languages. Using the table provided next page as a guide, the proposal must clearly state the bilingual capacity of each member of the team.</p>			
<b>M2</b>	<p><b>Previous projects</b></p> <p>The bidder must provide information about two (2) relevant and distinct projects related to economic or qualitative analysis of the music or cultural industries sector that have been completed or managed by the proposed project leader. Each project summary must include:</p> <ul style="list-style-type: none"> <li>(a) Project name and description, including the overall approach and methodology used, highlighting similarities with the proposed contract;</li> <li>(b) A sample of a two- to five-page excerpt from the project;</li> <li>(c) Contract date;</li> <li>(d) Contract value in dollars; and</li> <li>(e) Name and telephone number of the client for whom the work was carried out*.</li> </ul> <p>If more than two (2) projects are included in the proposal, the Crown will only consider the specified number in order of presentation. *The contact information is required for validation purposes only.</p>			

<b>M3</b>	<b>Curriculum Vitae</b>  The bidder must include the curriculum vitae of the project leader and proposed team members clearly demonstrating their qualification and work experience, and highlighting their expertise related to the study as described in Annex A – Statement of Work.			
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### Language Proficiency Levels and Interpretations

<b>Legend</b>	<b>Oral</b>	<b>Reading Comprehension</b>	<b>Written</b>
<b>Basic</b>	A person speaking at this level can: <ul style="list-style-type: none"> <li>• Ask and answer simple questions;</li> <li>• Give simple instructions;</li> <li>• Give uncomplicated directions relating to routine work situations.</li> </ul>	A person reading at this level can: <ul style="list-style-type: none"> <li>• Fully understand very simple texts;</li> <li>• Grasp the main idea of the texts about familiar topics; and</li> <li>• Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	A person writing at this level can: <ul style="list-style-type: none"> <li>• Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	A person speaking at this level can: <ul style="list-style-type: none"> <li>• Sustain a conversation on concrete topics; report on actions taken;</li> <li>• Give straightforward instructions to employees; and</li> <li>• Provide factual descriptions and explanations.</li> </ul>	A person reading at this level can: <ul style="list-style-type: none"> <li>• Grasp the main idea of most work-related texts;</li> <li>• Identify specifics; and</li> <li>• Distinguish main from subsidiary ideas.</li> </ul>	A person writing at this level can: <ul style="list-style-type: none"> <li>• Deal with explicit information on work-related topics since they have sufficient understanding of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	A person speaking at this level can: <ul style="list-style-type: none"> <li>• Support opinions; and understand and express hypothetical and conditional ideas.</li> </ul>	A person reading at this level can: <ul style="list-style-type: none"> <li>• Understand most complex details, inferences and fine points of meaning and;</li> <li>• Have a good comprehension of specialized or less familiar material.</li> </ul>	A person writing at this level can: <ul style="list-style-type: none"> <li>• Write texts where ideas are developed and presented in a coherent manner.</li> </ul>



RATED REQUIREMENTS		Minimum Number of Points	Maximum Number of Points	Cross-Reference to Proposal
R1	<p><b>Knowledge and understanding of the Canadian music industry</b></p> <p>The proposal should demonstrate the bidder's in-depth knowledge and understanding of the Canadian music industry and its business practices in the digital age, including the marketing and promotion of Canadian artists and their music. The proposal should also demonstrate an in-depth knowledge and understanding of the differences and similarities between the English- and French-language markets of the Canadian music industry.</p> <p>To "demonstrate" their knowledge, the Crown expects the bidder to provide a detailed narrative text in their proposals which will be used to ascertain their level of expertise on the subject matter.</p> <p>Points are assigned based on the number of factors noted for the field of knowledge and accuracy of the information.</p> <p><u>Scale for R1</u></p> <ul style="list-style-type: none"> <li>• 30 points: the proposal demonstrates extensive knowledge*</li> <li>• 27 points: the proposal demonstrates excellent knowledge*</li> <li>• 24 points: the proposal demonstrates very good knowledge*</li> <li>• 21 points: the proposal demonstrates good knowledge*</li> <li>• 0 point: insufficient knowledge</li> </ul> <p><u>*Definitions:</u></p> <p>The proposal shows <u>extensive knowledge</u> based on both a large number of elements being provided as well as the accuracy, clarity and interpretation of the information provided.</p> <p>The proposal shows <u>excellent knowledge</u> if fewer elements are provided but all information demonstrates accuracy, clarity and interpretation.</p>	21	30	

	<p>The proposal shows <u>very good knowledge</u> if a large number of elements are provided and demonstrate accuracy but information lacks clarity or interpretation.</p> <p>The proposal shows <u>good knowledge</u> if a limited number of elements are provided and demonstrate accuracy.</p>			
<b>R2</b>	<p><b>Experience and qualifications</b></p> <p>This aspect of the proposal will be evaluated based on curriculum vitae (see M3 above) of the team members, according to the following elements:</p> <p>(a) Project leader's experience: Experience in conducting studies for the music sector (10 points).</p> <p>(b) Qualifications of project leader and other team members: University degree in Economics, Sociology, or other field including Business Administration, Management or Commerce (5 points).</p> <p><u>Scale for R2a</u></p> <ul style="list-style-type: none"> <li>• 10 points: the project leader<sup>1</sup> has more than 10 years of relevant experience</li> <li>• 8 points: the project leader has 7 to 10 years of relevant experience</li> <li>• 6 points: the project leader has 5 to 6 years of relevant experience</li> <li>• 4 points: the project leader has 3 to 4 years of relevant experience</li> <li>• 2 points: the project leader has fewer than 3 years of relevant experience</li> </ul> <p><u>Scale for R2b</u></p> <ul style="list-style-type: none"> <li>• 5 points: all members of the team have relevant university degrees</li> <li>• 4 points: the project leader and some team members have relevant university degrees</li> <li>• 2 points: some team members have relevant university degrees</li> <li>• 0 point: no member of the team has any relevant university degree</li> </ul>	N/A	15	

<sup>1</sup> The project leader must be involved in the conduct of the study for at least 30% of the time devoted to the project.

R3	<p><b>Approach and methodology</b></p> <p>The proposal should provide a summary of the approach and of the tasks to be performed to fully complete the project. This information must be detailed enough and address project requirements directly to allow for a clear understanding of the approach to the work and specifics of the deliverables.</p> <p>All aspects of the project, including the strengths and weaknesses of the methodology, will be taken into account in the evaluation of proposals.</p> <p><u>Scale for R3</u></p> <ul style="list-style-type: none"> <li>• 20 points: excellent, clearly stated, demonstrates an obvious understanding of 1. the purpose and scope of the project; 2. the expected results; 3. the potential limitations; 4. clearly sets out the methodology to be used; and 5. convincingly shows that the study can be completed within the contracted period.</li> <li>• 18 points: clearly stated and covers most of the factors mentioned above.</li> <li>• 16 points: some aspects of the proposal are not clear, but it covers most of the factors listed above.</li> <li>• 12 points: several aspects of the proposal are not clear and cover 3 or less of the above factors.</li> <li>• 0 point: the proposal is not clear and covers none of the above factors.</li> </ul>	N/A	20	
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<p><b>R4</b></p>	<p><b>Work plan and quality control</b></p> <p>The proposal should include:</p> <ul style="list-style-type: none"> <li>a) A master work plan for completion of the project-related tasks (5 points).</li> <li>b) A description of how the bidder plans (5 points):             <ul style="list-style-type: none"> <li>i) to monitor the management of the project;</li> <li>ii) to provide quality assurance on deliverables; and</li> <li>iii) to take contingencies into account.</li> </ul> </li> </ul> <p><u>Scale for R4a</u></p> <ul style="list-style-type: none"> <li>• 5 points: the work plan is very detailed, realistic and clearly lists all the tasks to be completed, along with dates, the timeline and the tasks assigned to everyone.</li> <li>• 4 points: the work plan is reasonably detailed, reasonably realistic and lists all the tasks to be completed, including the dates, the timeline and the tasks assigned to everyone.</li> <li>• 3 points: the work plan is reasonably detailed, reasonably realistic and lists most of the tasks to be completed, including the dates, the timeline and the tasks assigned to everyone.</li> <li>• 1 point: the work plan is not detailed enough, not clear enough, not very realistic and includes only a few of the tasks to be completed, including a partial timeline and/or a few of the persons responsible for each of the tasks.</li> </ul> <p><u>Scale for R4b</u></p> <ul style="list-style-type: none"> <li>• 5 points: Identifies the methods to be used to manage the project and to provide quality control on deliverables and includes a contingency plan. Methods are clearly stated, well described, realistic and cover all three aspects.</li> <li>• 4 points: Identifies the methods to be used to manage the project, to provide quality control on deliverables and includes a contingency plan. These methods</li> </ul>	<p>N/A</p>	<p>10</p>	
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	<p>are reasonably clear, reasonably realistic and cover all three aspects.</p> <ul style="list-style-type: none"> <li>• 3 points: Identifies the methods to be used to manage the project, to provide quality control on deliverables and includes a contingency plan. These methods are less clear, but cover most aspects.</li> <li>• 1 point: Identifies the methods to be used to manage the project, to provide quality control on deliverables and include a contingency plan. These methods describe some of the aspects, but are not convincing enough.</li> </ul>			
<p><b>R5</b></p>	<p><b>Quality of technical proposal</b></p> <p>The proposal should be clear, well written and easy to understand; it should also meet all the requirements set out in the request for proposals.</p> <p><u>Scale for R5</u></p> <p><u>Language of the proposal (5 points):</u></p> <ul style="list-style-type: none"> <li>• 5 points: language very clear, concise, easy to understand</li> <li>• 3 points: language at times vague and difficult to understand</li> <li>• 1 point: language is very vague and very difficult to understand</li> </ul> <p><u>Organization of the proposal (5 points):</u></p> <ul style="list-style-type: none"> <li>• 5 points: the elements of the proposal are well organized and all logically related</li> <li>• 4 points: the elements of the proposal are for the most part well organized and all logically related.</li> <li>• 2 points: organization is weak and few of the elements of the proposal are logically related.</li> <li>• 1 point: the elements of the proposal are not logically related and difficult to find.</li> </ul>	<p>N/A</p>	<p>10</p>	

<b>R6</b>	<p><b>Green procurement</b></p> <p>a) The contractor's proposal is printed on both sides (2 points).</p> <p>b) The contractor's proposal is printed on recycled paper (minimum 30% post-consumer content) and a statement to this effect is provided. For this statement, the contractor simply needs to provide the brand name of the paper used and the recycled content (2 points).</p> <p>c) The contractor states that all documents to be prepared for this contract will be printed on both sides on Ecologo certified recycled paper or equivalent (1 point).</p>	N/A	5	
<b>SUB-TOTAL R2 to R6</b>		42	60	

## ANNEX “C”

### BASIS OF PAYMENT

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

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

#### **OVERTIME WORK**

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

#### **A- Contract Period (*Date of award to February 12<sup>th</sup>, 2016*)**

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

#### **1.0 Professional Fees**


Professional fees: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price\* of \$\_\_\_\_\_ (excluding taxes, if applicable) and payments will be made as per the following payment schedule:

\*If the approach and methodology suggested by the Contractor involves travel, the costs related to the travel must be included in the firm price.

Description	Date required	Payment
Deliverable 1a – Data collection method	Two (2) weeks from contract award	10%
Deliverable 1b – Document Review Analysis	Eight (8) weeks from contract award	25%
Deliverable 2 – Interview Questions		
Deliverable 3 – First Full Draft of the Report	Fifteen (15) weeks from contract award	25%
Deliverable 4 – Final Report	Twenty-two (22) weeks from contract award	40%

**ANNEX "D"**

**SECURITY REQUIREMENTS CHECK LIST**

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat <b>10150398</b>
	Security Classification / Classification de sécurité

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Canadian Heritage</b>	2. Branch or Directorate / Direction générale ou Direction <b>Cultural Industries / Music Policy and Programs Directorate</b>	
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 consultant will conduct a study on marketing practices and their impact on the discoverability and consumption of Canadian music both domestically and internationally. The consultant will have to submit a report featuring i) an environmental scan identifying emerging trends as well as challenges and opportunities related to the marketing of music by Canadian artists; ii) a detailed analysis of marketing practices and their return on investment; and an overview of public support for the marketing of Canadian music, identifying strengths and/or development opportunities.		
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 / Non / Oui		
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 / Non / Oui		
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 / Non / Oui		
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 checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Non / Oui		
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 / Non / Oui		
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 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"/>	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 checked="" 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat 10150398
Security Classification / Classification de sécurité

**PART A / CONTENU / PARTIE A / SUJET**

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  Yes  
Non  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  Yes  
Non  Oui

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

**PART B / PERSONNEL (SUPPLIERS) / PARTIE B / PERSONNEL (FOURNISSEUR)**

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

<input checked="" 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"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES	Special comments: Commentaires spéciaux		

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 unscrubbed personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscrubbed personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C / SAEGUARDS (SUPPLIERS) / 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  Yes  
Non  Oui *mP*

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  Yes  
Non  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  Yes  
Non  Oui *mP*

**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  Yes  
Non  Oui *mP*

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  Yes  
Non  Oui

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**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	COMSEC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets / Renseignements / Biens			<input checked="" type="checkbox"/>													
Production			<input checked="" type="checkbox"/>													
IT Media / Gestion TI / SI			<input checked="" type="checkbox"/>													
IT Link / Lien Electronique																

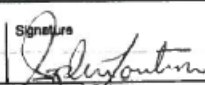
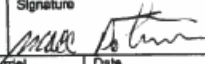
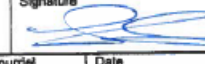
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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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PART D - AUTHORIZATION / PARTE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Sophie Couture		Title - Titre Director	Signature 
Telephone No. - N° de téléphone 819-953-8756	Facsimile No. - N° de télécopieur 819-934-9244	E-mail address - Adresse courriel sophie.couture@pch.gc.ca	Date 27-05-2015
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Marie Potvin		Title - Titre OFFICE OF ASO	Signature 
Telephone No. - N° de téléphone 819-994-3307	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marie.potvin@pch.gc.ca	Date 2015-06-09
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Out
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) LINE SÉGUIN		Title - Titre Procurement and Contract Specialist	Signature 
Telephone No. - N° de téléphone 819-997-2389	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel line.seguin@pch.gc.ca	Date 2015-06-10
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**ANNEX “E”**
**OFFER OF SERVICES**
**REQUEST FOR PROPOSALS 10150398**
**STUDY ON THE MARKETING OF CANADIAN MUSIC**

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

ii. Security clearance level granted and file number:	Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Specify file number:		
	Facility Security Clearance (FSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iii. Expiry date:	Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Specify file number:		
	iii.		
<b>Security Clearance Level of Bidder's Individual Resources [add additional resources on another page, if required]</b>			
i. Name of Individual as it appears on security clearance application:	i.		
ii. Level of security clearance obtained and expiry date:	ii.		
iii. Security Screening Certificate and Briefing Form file number	iii.		
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in the bid solicitation.</li> </ol>			
<b>Signature of Authorized Representative of Bidder</b>			
Signature: _____		Date: _____	