



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

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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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

Title - Sujet Events management Canada day 2018	
Solicitation No. - N° de l'invitation C1111-170525/A	Date 2018-01-04
Client Reference No. - N° de référence du client C1111-17-0525	
GETS Reference No. - N° de référence de SEAG PW-\$\$CX-027-74073	
File No. - N° de dossier cx027.C1111-170525	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-24	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dubare, Geneviève	Buyer Id - Id de l'acheteur cx027
Telephone No. - N° de téléphone (613) 998-1966 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CANADIAN HERITAGE Resource Management Directorate 11th Floor, STN 106 25 Eddy St (25-11-V) Gatineau Quebec K1A0M5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 and Additional Information: includes the certifications and additional information 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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification and the Insurance Requirements.

1.2 Summary

- 1.2.1** The Department of Canadian Heritage (PCH) is seeking the services of an Event Production Team (EPT), to develop, coordinate and execute the Canada Day 2018 shows on Parliament Hill.

The EPT 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 EPT, under the direction of PCH, will develop the concepts, the staging and show rundowns for the Shows, incorporating the thematic components determined by PCH. This includes the event production coordination of the artistic concept, talent roster, protocol and technical components as directed by PCH.

The Contract is from date of award to October 31, 2018.

- 1.2.2** 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.
- 1.2.3** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4** The requirement is limited to Canadian goods and/or services.
- 1.2.5** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled 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, by telephone or in person.

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
- **"PSPC"** means Public Services and Procurement Canada; Please note that PWGSC and PSPC are interchangeable
- **"Main Performance Structure"** defines the main staging structure located in the centre of the Precinct, as defined below.
- **"Shows"** means all the activities, events and associated celebrations that will occur on the Parliament Hill on July 1, 2018.
- **"Artist"** means all the artists and performers that will perform as part of Shows on Parliament Hill during the Canada Day celebrations of July 1, 2018.
- **"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 Shows, potentially on several broadcast platforms as outlined in Annex A.
- **"Morning Program"** means any programming elements that occur prior to the Protocol Show organized by PCH that may share the main performance area and/or precinct and will require technical equipment and crew of the Contractor.
- **"Afternoon activities"** means any programming elements that occur between the Shows organized by PCH that may share the main performance area and/or precinct and the technical equipment and crew of the Contractor.
- **"On-site video"** means giant screen playback/live presentation 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 2018 Shows via multiple platforms, including television and/or radio and/or over the internet, and thereby readily accessible to all Canadian homes.

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) (<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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. The 2003 document is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture.
 - subsection 2.d is deleted entirely and replaced with the following: send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) in the bid solicitation;
 - subsection 2.e is deleted entirely and replaced with the following: ensure that the Bidder's name, return address, solicitation number, and solicitation closing date and time are clearly visible on the bid;
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: For bids submitted using means other than epost Connect service, PWGSC will, upon written request within 60 calendar days of the solicitation closing date, return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids.
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following paragraph:
 - d. a CPC epost Connect service date and time indicator.
- Section 8, entitled Transmission by facsimile, is amended as follows:
 - the title is deleted and replaced with the following title: Transmission by facsimile or epost Connect
 - subsection 3 is deleted entirely and replaced with the following: bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
 - Subsection 4, entitled epost Connect, is added and includes the following:
 - a. Unless specified otherwise in the solicitation, bids may be submitted by epost Connect service (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_section_a).
 - b. To submit a bid using epost Connect service the Bidder must send an email that includes the solicitation number to PWGSC Bid Receiving Unit in Headquarters (TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) requesting to open an epost Connect conversation at least six business

days prior to bid closing date. Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the bid closing date and time. Requests received after that time may not be answered.

- c. The solicitation number must be identified in the Message field of all electronic transfers.
- d. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the bid solicitation in order to register for the epost Connect service.
- e. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- f. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

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 or through the epost Connect service provided by Canada Post Corporation by the date and time indicated on page 1 of the bid solicitation. Bidders should consult section 08 of Standard Instructions 2003, as detailed in the above article entitled Standard Instructions, Clauses and Conditions.

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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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 adjustment 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 **five (5) 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 favor 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, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to deliver a not-yet fully developed component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for the purposes of Commercial Exploitation;
- the Intellectual Property in Foreground Information 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 **(1 electronic copy using ePost Connect OR 1 soft copy on CD) or (3 hardcopies)**

Section II: Financial Bid **(1 electronic copy using ePost Connect OR 1 soft copy on CD) or (3 hardcopies)**

Section III: Certifications and Additional Information **(1 electronic copy using ePost Connect OR 1 soft copy on CD) or (1 hardcopy)**

Bidders can provide all soft copies on one CD containing Section I, Section II and Section III in well identified separate files (Technical Bid, Financial Bid and Certification).

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

3.1.1 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.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C"
Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic
Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 Criteria

Mandatory Criteria			
Number	Criteria Detail	Compliant / Non-Compliant	Reference to Bidder's Proposal
M1	FINANCIAL PROPOSAL The Bidder must submit a financial proposal with a Total all-inclusive cost of the event not exceeding \$1,800,000.00 (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate) in accordance with Table B.1 of the Annex B Basis of Payment.		
M2	EXPERIENCE OF THE FIRM The Bidder must have: <ul style="list-style-type: none">• 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. <u>To demonstrate its experience, the Bidder must provide the following:</u> <ul style="list-style-type: none">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; andc) The physical address (es) of the firm's place(s) of business within Canada (including street address, city/town, and province/territory for each).		

Mandatory Criteria			
Number	Criteria Detail	Compliant / Non-Compliant	Reference to Bidder's Proposal
M3	<p>EVENT MANAGEMENT PROJECTS</p> <p>The Bidder must provide a detailed description of three (3) event management projects.</p> <p>The event management projects described must demonstrate the experience of the Bidder.</p> <p>Projects submitted where the work was performed by one (1) or more of the Bidder's resources on behalf of another firm <u>will not</u> be accepted.</p> <p>For <u>each</u> event:</p> <ul style="list-style-type: none"> a) The event start date must have been after January 1, 2009; b) 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); c) A minimum audience of 14,000 people must have been in attendance at one (1) time and in a single location. d) The Bidder must have been responsible for the hiring, coordination and management of artistic talent/performers to provide entertainment during the event; e) 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; f) The Bidder must have been responsible for the coordination and management of scheduled speakers/presenters; <p>For at least two (2) of the three (3) event management projects:</p> <ul style="list-style-type: none"> • the event 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; and • the projects must have been outdoor, cultural events (e.g. concerts, festivals, variety shows); 		

Mandatory Criteria			
Number	Criteria Detail	Compliant / Non-Compliant	Reference to Bidder's Proposal
	<p>For at least one (1) of the event management projects the Bidder must have arranged for a host television broadcaster (outdoor or using a temporary broadcast infrastructure), 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 :</p> <ul style="list-style-type: none"> 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>To demonstrate its experience, the Bidder must provide for <u>each</u> event samples submitted the following:</p> <ol style="list-style-type: none"> Name of the project/event; Client (Department/firm, etc); Client contact information; Description and purpose of the event (including type of outdoor cultural event if applicable); Event start date (month and year) and length; Event location (Country and province/state and city); The total value of the 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 Bidder's responsibilities for the hiring, coordination, and management of artistic talent/performers; Description of the Bidder's responsibilities 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 the event management services provided by the Bidder. 		

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Mandatory Criteria			
Number	Criteria Detail	Compliant / Non-Compliant	Reference to Bidder's Proposal
M4	<p>PROJECT PLAN & REPORTING STRUCTURE</p> <p>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:</p> <p><u>4.1 Event Production Team</u> Producer Artistic Producer Broadcast Producer Project Manager Rights Clearance / Artist Union Liaison</p> <p><u>4.2 Artistic Management Team</u> Artistic/Stage Director Stage Management Team Choreographer</p> <p><u>4.3 Creative Team</u> Set Designer Lighting Designer Video Designer Sound Designer</p> <p><u>4.4 Technical Team</u> Production Manager Technical Director Floor Manager</p> <p>The Bidder must identify a clear reporting structure of the key team members described above in the form of a diagram and an indication of which roles key personnel will play in interacting with PCH.</p>		

PROPOSALS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS FOR WILL BE GIVEN NO FURTHER CONSIDERATION

4.1.1.2 Point Rated Technical Criteria

Proposals must obtain a minimum required points for the R.1 point rated criterion and for each sub-criterion (R.1.1, R.1.2, R.1.3, R.1.4, and R.1.5).

Proposals that do not obtain a minimum required points will not be given further consideration.

R.1 PROJECT MANAGEMENT APPROACH

(Maximum: 100 points - Minimum: 70 points)

POINT RATED TECHNICAL CRITERIA	Maximum Points	Minimum Points	Final Score
R.1.1 - Preliminary Project Management Approach – Overall Management Procedures and Controls	20	14	
R.1.2 - Project Management Approach – Artistic Concept	35	24.5	
R 1.3 - Project Management Approach – Methodology to attract Canadian Headliners	15	10.5	
R 1.4 - Project Management Approach – Methodology to foster collaborations	15	10.5	
R 1.5 - Project Management Approach – Coordination of proposed headliners	15	10.5	
Total Points	100	70	

#	Point-Rated Technical Criteria	Points Allocated	Cross-Reference to bid (<i>indicate page #</i>)
R 1.1	<p>R 1.1 Preliminary Project Management Approach – Overall Management Procedures and Controls (Maximum: 20 points - Minimum: 14 points)</p> <p>The Bidder should propose a general preliminary project management approach for the Canada Day 2018 event that provides flexibility and considers client needs as specified in the Annex “A” Statement of Work.</p> <p>The Bidder should provide a detailed description of the proposed project management approach and the procedures, schedule controls, as well as the tools and techniques that will be used to plan, organize, produce and control the Canada Day 2018 event management project.</p>		

	<p>The description should outline the key areas of the Canada Day 2018 event as specified in the Annex "A" Statement of Work and key areas that require input from the Client during all stages of the event from the planning stage to the final event production.</p> <p>*****</p> <p>Percentage factors utilized for evaluation:</p> <p><u>10 pts – Limited.</u> Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.</p> <p><u>14 pts – Acceptable</u> This is the established minimum.</p> <ul style="list-style-type: none"> Describes the Bidder's process; schedule controls, planning tools and techniques. Demonstrates techniques to be put in place and used to plan, organize, direct and control the Canada Day 2018 event. The approach outlines key areas of the Canada Day 2018 event. Demonstrates client involvement in the approach. Aligned with the specifications of the Annex "A" Statement of Work. <p><u>20 pts – Very good</u></p> <ul style="list-style-type: none"> Details provided to describe the Bidder's process; schedule controls and planning tools and techniques are clear and complete. Demonstrates very efficient techniques to be put in place and used to plan, organize, direct and control the Canada Day 2018 event. The approach outlines key areas of the Canada Day 2018 event. Demonstrates on-going client involvement in the approach and outlines key areas that require input from clients. Approach for working with Project Authorities is very good. Aligned with the specifications of the Annex "A" Statement of Work. 		
<p>TOTAL SCORE (minimum required is 10/20)</p>			

#	Point-Rated Technical Criteria	Points Allocated	Cross-Reference to bid (indicate page #)
R 1.2	<p>R 1.2 Project Management Approach – Artistic Concept (Maximum: 35 points - Minimum: 24.5 points)</p> <p>The Bidder should describe its methodology for the elaboration of the artistic concept of the shows and the main guiding lines reflecting the creative intentions proposed.</p> <p>*****</p> <p>Percentage factors utilized for evaluation:</p> <p><u>17.5 pts – Limited.</u> Criterion met, but the information provided was insufficient or technically unacceptable. Less than the established minimum.</p> <p><u>24.5 pts – Acceptable</u> This is the established minimum.</p> <ul style="list-style-type: none"> The Bidder provides details on how they propose to develop the artistic concept for the shows and the guidelines for the creation of the Canada Day 2018 event. Weaknesses and/or minor omissions may occur, but will not cause major risks to the Canada Day 2018 event. <p><u>35 pts – Very good</u></p> <ul style="list-style-type: none"> The bidder gives clear and achievable details on how they proposes to develop a unique artistic concept for the shows and the guidelines for the creation of the Canada Day 2018 event. There are no weaknesses and/or obvious omissions that will cause major risks to the Canada Day 2018 event. 		
TOTAL SCORE (minimum required is 24.5 /35)			

#	Point-Rated Technical Criteria	Points Allocated	Cross-Reference to bid (indicate page #)
R 1.3	<p>R 1.3 Project Management Approach – Methodology to attract Canadian Headliners (Maximum: 15 points - Minimum: 10.5 points)</p> <p>The Bidder should describe its methodology to select and attract Canadian headliners for the shows according to the requirements set out in Annex A of the Statement of Work.</p> <p>*****</p> <p>Percentage factors utilized for evaluation:</p> <p><u>7.5 pts – Limited.</u> Criterion met, but the information provided was insufficient or technically unacceptable. Less than the established minimum.</p> <p><u>10.5 pts – Acceptable</u> This is the established minimum.</p> <ul style="list-style-type: none"> The Bidder provides details on the methodology to select and attract Canadian headliners for the shows with the requirements set out in Annex A of the Statement of Work Weaknesses and/or minor omissions may occur, but will not cause major risks to the Canada Day 2018 event. <p><u>15 pts – Very good</u></p> <ul style="list-style-type: none"> The Bidder provides clear and achievable details and examples on the methodology to select and attract Canadian headliners for the shows with the requirements set out in Annex A of the Statement of Work There are no weaknesses and/or obvious omissions that will cause major risks to the Canada Day 2018 event. 		
TOTAL SCORE (minimum required is 10.5/15)			

#	Point-Rated Technical Criteria	Points Allocated	Cross-Reference to bid (<i>indicate page #</i>)
R 1.4	<p>R 1.4 Project Management Approach – Methodology to foster collaborations (Maximum: 15 points - Minimum: 10.5 points)</p> <p>The Bidder should describe its methodology to foster collaborations between artists and to showcase diverse stage artistic disciplines.</p> <p>*****</p> <p>Percentage factors utilized for evaluation:</p> <p><u>7.5 pts – Limited.</u> Criterion met, but the information provided was insufficient or technically unacceptable. Less than the established minimum.</p> <p><u>10.5 pts – Acceptable</u> This is the established minimum.</p> <ul style="list-style-type: none"> The Bidder's provide details on the proposed methodology to foster collaborations between artists and to showcase diverse stage artistic disciplines. Weaknesses and/or minor omissions may occur, but will not cause major risks to the Canada Day 2018 event. <p><u>15 pts – Very good</u></p> <ul style="list-style-type: none"> The Bidders provide clear and achievable details and examples on the proposed methodology to foster collaborations between artists and to showcase diverse stage artistic disciplines. There are no weaknesses and omissions that will cause major risks to the Canada Day 2018 event. 		
TOTAL SCORE (minimum required is 10.5/15)			

#	Point-Rated Technical Criteria	Points Allocated	Cross-Reference to bid (<i>indicate page #</i>)
R 1.5	<p>R 1.5 Project Management Approach – Coordination of proposed headliners (Maximum: 15 points - Minimum: 10.5 points)</p> <p>The Bidder should demonstrate how it will manage the hiring and coordination of the proposed headliners, all technical and production personnel and artistic management staff (i.e. stage director, choreographer, stage managers, technicians).</p> <p>*****</p> <p>Percentage factors utilized for evaluation:</p> <p><u>7.5 pts – Limited.</u> Criterion met, but the information provided was insufficient or technically unacceptable. Less than the established minimum.</p> <p><u>10.5 pts – Acceptable</u> This is the established minimum.</p> <ul style="list-style-type: none"> The Bidder provides clear details on how they will manage the hiring and coordination of the proposed headliners, all technical and production personnel and artistic management staff (i.e. stage director, choreographer, stage managers, technicians) Weaknesses and/or minor omissions may occur, but will not cause major risks to the Canada Day 2018 event. <p><u>15 pts – Very good</u></p> <ul style="list-style-type: none"> The Bidder provides clear and achievable details and example on how they will manage the hiring and coordination of the proposed headliners, all technical and production personnel and artistic management staff (i.e. stage director, choreographer, stage managers, technicians) There are no weaknesses and omissions that will cause major risks to the Canada Day 2018 event. 		
TOTAL SCORE (minimum required is 10.5/15)			

4.1.2 Financial Evaluation

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

4.1.2.1 Evaluation of Price

Bidders must complete Table B.1 - Event Management Services for Canada Day 2018 - Contract Period found in Annex B Basis of Payment.

Failure to price any of the categories of service included in Table B.1, will result in a bid being declared non-responsive.

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, will result in a bid being declared non-responsive.

4.1.2.2 Financial Evaluation Criteria

Bidders declared fully responsive according to the criteria identified in article 4.2 Basis of Selection below will be evaluated based on the prices proposed in the Financial Proposal.

The Bidder must identify rates in accordance with Annex B: Basis of Payment.

4.2 Basis of Selection

Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation; and
 - d. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) or (d) 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.

4.2.1 Tiebreaker Determination

Step 1

In the event, following a successful technical and financial evaluation, one or more (1) responsive bids (Highest Rated within Budget) have an equal total amount of points, the Contracting Authority will select the bid with the highest all-inclusive price in the category of service for: "Artistic".

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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".

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

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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 titled [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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

5.2.3.2 Canadian Content Certification

5.2.3.2.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Upon award of a contract, the following conditions must be met:
 - (a) the Contractor's proposed individuals requiring access to sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Contractor must provide the name of all individuals who will require access to sensitive work sites.
 - (c) the Contractor must submit to PCH, the forms provided by PCH for the security clearance. All forms for those individuals that require security clearances are to be submitted to PCH security before June 1st, 2018.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3 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.

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)(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](#) (2016-04-04), 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 requirements apply and form part of the Contract.

7.3.2 Site Access Clearance

7.3.2.1 The Contractor personnel requiring access to restricted work site(s) must EACH hold a valid **RELIABILITY STATUS** and all others must have a valid **ACCESS TO ESTABLISHMENT** rating as required, issued or approved by PCH.

7.3.2.1.1 The Contractor personnel requiring access to restricted work site(s) **MAY NOT ENTER sensitive work** sites without an escort, until the security screening of the personnel required by this Contract has been completed satisfactorily.

7.3.2.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.

7.3.2.3 The Contractor MUST NOT remove any **PROTECTED** Information or assets from the Identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

7.3.2.4 The Contractor MUST NOT use its own computer systems to electronically process, produce or store **PROTECTED** information or data and / or production

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2018 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Geneviève Dubaere

Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Communication Procurement Directorate
360 Albert Street
Ottawa, Ontario K1R 7X7

Telephone: 613-998-1966

Facsimile: 613-991-5870

E-mail address: TPSGC.padgamiace-appbmpace.PWGSC@tpsgc-pwgsc.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:

The Project Authority will be identified in the resulting Contract.

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:

The Contractor's Representative will be identified in the resulting Contract.

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

7.7.1 Basis of Payment – Firm Prices

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.

7.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of the 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.

7.7.4 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

7.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

(to be inserted upon contract award)

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 and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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 A3060C (2008-05-12) Canadian Content Certification.

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 (2016-04-04) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex E, Insurance Requirements;
- (g) 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.

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.

In 2018, Canada will officially celebrate the 151th anniversary of Confederation. In 2018, Canada Day festivities will create a sense of pride from coast to coast. The shows offered on Parliament Hill should offer a distinctive and original experience therefore be contemporary with an eye on the future.

PCH is seeking the services of a Contractor to develop, coordinate and execute the Canada Day 2018 Shows on Parliament Hill. This includes the elaboration of the artistic concept catalyst of Canadian culture and unifying, the event production coordination of the artistic concept, the identification and hiring of artists (performers), the protocol and technical components, broadcast as directed by PCH. The successful Contractor will be required to deliver a coherent and entertaining package that can be adapted to suit both the protocol nature and the celebratory and original spirit of the Shows.

1.2. Executive Summary

The Contractor, under the direction of PCH, must develop the concepts, the staging and show rundowns for the Shows on Parliament Hill incorporating the thematic components determined by PCH. The Contractor must also organize and be responsible for the implementation of the Shows by:

- a) Creating, developing and submitting programming concepts for the Shows on Parliament Hill, and applying themes and objectives to the applicable shows;
- b) Hiring, all Artists, including Emcees 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 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 scenic backdrop and other decorative elements (multimedia), including, but not limited to staircase, scrims, screen and set. 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 Shows on Parliament Hill;

- 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) Be responsible for the broadcast production for the noon and evening shows that will be broadcasted on multiplatform (television, radio, Internet).
- i) Co-ordinating and supervising the running of the shows;
- j) 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 screens and on screens at satellite sites of all non-televised programming, video capsules or recording for archiving, and for the signing interpreters required for the show, but not for the broadcaster use);
- k) Managing a detailed budget for the Shows as outlined in the Statement of Work.

PCH will supply site-related logistics and install basic infrastructure, including: the main performing structure 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 show in the evening.

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 (as detailed below in section 5) and the production of and/or refurbishing of stage sets and downstage stairs or any other scenic elements.

The Contractor must 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 culture, 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.

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.

Canada is a diverse country with a rich history – a great place to live. We feel a strong sense of pride and belonging, reflected in our artistic productions, our shared experiences and values, our bilingualism, our sporting achievements, our indigenous peoples, our volunteers and our youth.

For Canada Day 2018, the following are PCH's corporate objectives relevant to the present terms of reference:

- a) Create a unique, forward-looking and renewed experience showcasing Canada's creativity;
- b) Organize a unique and memorable event for residents and visitors to create a favorable impression of Canada and its Capital;
- c) Reflect Canadian cultural diversity through youth and shared values;
- d) Represent especially the excellence of Canadian artistic productions;
- e) Communicate evocative messages to create a sense of pride and belonging through the shows presented on Parliament Hill and on all official sites as well as through the national broadcasts;
- f) Underscore PCH's role as a key producer and presenter of large-scale events;
- g) Underline Canadian excellence.

3. Event Description

3.1. Programming Framework

Overview

Canada Day 2018 programming reflects the sense of pageantry, patriotism and pride – from the Changing the Guard Ceremony at the start of the morning to the fireworks display at the end of the evening. The Canada Day Shows on Parliament Hill 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 from diverse artistic background, 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 Shows should reflect and speak to Canadians, creating an emotive connection and experience. To ensure a festive atmosphere that is diverse, the Contractor must:

- a) be responsible for the innovator and exclusive creative concept development of the Shows on Parliament Hill where the following Canada Day objectives stated in section 2.1 must be addressed with a creative means to connect all main elements within the overall Shows concept:

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

- b) negotiate and contract all artists for the Shows on Parliament Hill and must secure the artist's commitment to participate both in the live and broadcast performances;
- c) ensure there are artists from diverse artistic background (English, French and Indigenous) for the Shows on Parliament Hill. A house band must be used to accompany certain presentations (support acts);
- d) ensure that for the most part, performances are live, with some pre-taped performances or messages which shall make up only a small percentage of the show;
- e) make the live events accessible to as many Canadians as possible by broadcasting the Shows on multiple platforms;
- f) incorporate diverse forms of performing arts within the artistic concept in consultation with the PCH 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 must 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.

The following is a high-level guide to the day's events in the past, **(guide to the day's events are to be confirmed for Canada Day 2018):**

Event	Time	Description
Changing of the Guard	9:00 – 9:29	Changing of the Guard on the East Lawn of Parliament Hill
Carillon Concert	10:00	A concert given by the Dominion Carillon
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 protocol speeches. 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).
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Duration of the Shows history (duration are to be confirmed for Canada Day 2018)

In the past years, the duration of the Noon Show was approximately **90 minutes**. It included the protocol segment, 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 and CF-18s fly-by.

All or a portion of the Evening Show was a **live** event, of approximately **90 minutes to 180 minutes**, the show rundown and staging was also taking into consideration a program that was suitable for a national broadcast in both French and English, that could include the fireworks display.

The stage was consisting of a main stage on the grounds of Parliament Hill within the Precinct. The performing areas for the Canada Day 2018 shows will be confirmed at a later date.

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; 39'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

The site as well as the buildings will have to be highlighted through lighting effects and / or videos

Broadcasting and other media

The Contractor must seek a broadcast partner(s) to broadcast all Shows across Canada.

The Contractor must work closely with PCH and any broadcaster selected to integrate the Shows' live performances for broadcast.

The Contractor must deliver a rights-cleared program for the 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 specialty), TV repeats, radio broadcasts, live webcasts and archived web programs for 90 days as described in Appendix 1 to Annex A – Broadcast Platforms, Permissions, Rights and Usage.

3.2. Development and Implementation

Through the first months of the Contract, the Contractor must meet with PCH to develop the artistic concepts for the 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 must ensure the Shows are distinctive, innovative and must coordinate the integration of the live shows within the broadcast parameters. The Contractor must also 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 the Shows, the Contractor must 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 Protocol Show: the arrival of dignitaries; fly-past of the CF-18s and Snowbirds; speeches by the Governor General, Prime Minister, Minister of Canadian Heritage and other special invitees; 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, and other appropriate elements, as determined by PCH.

Concurrently, PCH will organize the infrastructure required to support the Contractor's production namely the main performance 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 month of June. During this phase, the construction and installation of all site infrastructures (including the main performance infrastructure) will be under the direction of PCH.

The Contractor must 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.

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 Shows on Parliament Hill;
- b) Work in close collaboration with PCH to develop and execute the creative concepts for the Shows on Parliament Hill, 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 eight (8) weeks prior to Canada Day 2018 all artists from diverse artistic background and guest presenters to perform during the shows and ensure the artists' availability for rehearsals prior to Canada Day. 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, the contracts must meet the requirements of applicable artist unions;

- d) Be responsible for the conception and production of videos/multimedia projection elements for the shows on Parliament Hill, and for the integration of videos conceived and/or produced by PCH;
- e) Develop detailed show rundowns for approval by PCH for the Shows on Parliament Hill;
- f) Create opportunities for interactions between the public and the stage show;
- g) Develop the script for the Shows on Parliament Hill, in collaboration with PCH; PCH reserves the right to assign a writer to assist with the process;
- h) Ensure the protocol segment for the Shows must be incorporated into the rundown, including the speeches by the three dignitaries as well as the integration of the Snowbirds and CF-18 fly-by over Parliament Hill;
- i) Collaborate with PCH to provide a programming contingency plan for the shows in case of unforeseen delays, adverse conditions or situations.
- j) 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;
- k) 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;
- l) Prepare music compilations of artists and their proposed songs on MP3 format 2 days prior to scheduled artistic meetings;
- m) Organize and coordinate, all company management aspects for the Shows 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;
- n) 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;
- o) Organize and coordinate, all artist logistic requirements for the 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;

- p) Advance the Shows artists and guest presenters (i.e. rehearsal schedule, ground transportation, call times, etc);
- q) Provide support staff on-site (i.e., wranglers, drivers, runners, general assistants, assistant scriptwriter);
- r) 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;
- s) Organize and coordinate any special effects required for the Shows including logistics support related to these special effects;
- t) 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 2018;
- u) Ensure the refurbishment, transportation, installation, removal and return to the warehouse currently located at 1740 Woodroffe in Ottawa, of all stairs and set pieces for the 2018 stage design. Site access information will be communicated to the Contractor in advance.

4.1.2. Broadcast Responsibilities

The Contractor must:

- a) Coordinate the production of the broadcast of the Evening Show, to be broadcast over multiple platforms (television, radio, Web);
- 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) Manage 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 Noon and 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 Noon and 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) Negotiate, contract and obtain the 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) Pay 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 Appendix 1 (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 must be sent to PCH;
- o) Negotiate and pay all broadcast synchronization rights ensuring that there is both permission and fee agreement for music copyright prior to July 1st, 2018, which **MUST** be cleared by June 17, 2018. 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 must be sent to PCH;
- p) Provide an estimate of union minimums and sync clearances for a potential international sale of the program. A signed copy of all performer contracts and sync fee agreements must 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 Appendix 1.
- r) Coordinate artist(s) availability, permissions and clearances for the Canada Day news conference as per terms outlined in Appendix 1;
- 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 must 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 (performing areas, rigging capacities, hydro capacities, etc.). Failure to do so will be the responsibility of the Contractor and must be rectified at the Contractor's own cost;
- 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 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 shows;
- f) Provide complete high definition video suite (air-pack) for playback and IMAG (image magnification) including a minimum of 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, 2 monitors, 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 that will be identified on a 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 Shows;
- h) Provide necessary monitors for the backstage area including video feed.
- i) Provide hardwired translated audio signals with gain control and ear buds to signing interpreters;
- j) 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 main performing area or another suitable location approved by PCH, all necessary rigging, signal and power distribution with an operator station & computer;

- k) Provide minimum of 64 media feeds divided into two different locations with additional backup equipment capable of providing 32 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;
- l) Provide wireless management coordination services for the technical production as well as media requests of all live shows;
- m) Abide by Innovation, Science and Economic Development 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-1;
- n) Abide by all health and safety laws and regulations imposed by any provincial and/or federal agency, including any related costs and expenses;
- o) 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;
- p) Exercise best industry practices in health and safety for staff, performers and the public;
- q) Provide by May 15, 2018, all technical and engineering information as related to all equipment/devices being attached to, hung/flowed from and/or supported by the main performance structure including but not limited to lighting, speakers, sets, video wall/screens and all off stage structures (i.e. front of house bridge);
- r) Provide one (1) person to be readily available during main performance structure construction should changes to the main performance structure be necessitated by programming;
- s) Provide in advance a list of proposed subcontractors for all technical departments (lighting, audio, video, labour, etc.).
- t) Provide a Safety Plan that defines its responsibility to its employees and subcontractors during Production installation, rehearsals, show and removal. The Safety Plan must encompass not only the immediate main performing structure, 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.
- u) Comply with all federal, provincial and municipal occupational health and safety legislation and regulations on the work site. In the event of a discrepancy among federal, provincial and/or municipal provisions, the Contractor must comply with the most stringent of the provisions.
- v) The Contractor must acknowledge that he has been advised by PCH that the projected work sites may be considered construction sites under federal, provincial and/or municipal legislation and/or regulations and that the Contractor may be subject to any and all federal, provincial, and municipal occupational health and safety legislation and regulations that apply to the construction industry to the work site.

- w) Pay for any expenses incurred to comply with federal, provincial, and municipal occupational health and safety legislation and regulations (including those relating to the construction industry).

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 by 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 2018;
 - iv. daily meetings on site during installation;
 - v. one (1) post-event meeting in July 2018.

This schedule can be modified if the Contractor and PCH agree. Conference calls or video conference-streaming 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;

- d) 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.;
- e) Submit for approval detailed budget forecasts to PCH;
- f) 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;
- g) Organize and pay for all travel and accommodation costs for travel between the Contractor's office and PCH's headquarters or the Precinct;
- h) In the absence of a broadcaster for the Shows, provide an audiovisual archive recording of the Shows, obtaining any necessary artist or union clearances - this can be taken as a live feed from the air pack;
- i) 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 must 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 must 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 must sign and supply letters of adherence or equivalent document to PCH, and if requested, to the broadcaster(s);

- j) Supply an estimate of the fees associated with the broadcast of the Shows representing ACTRA, Uda and CFM union minimums, and any synchronization fees. If required, the Contractor must prepare and supply a breakdown of artist payments, including copies of contracts to PCH, and/or broadcaster(s) for the Shows;
- k) If requested by PCH, 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;
- l) Produce, gather and provide to PCH all the assignments and/or waivers (Annex G) 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;
- b) Provide a contact person to be the liaison with the Contractor for technical direction and a contact person for logistics;
- c) Provide a contact person to be the liaison regarding broadcasting;
- 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 main performance structure;
- i) Coordinate with PSPC 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.

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 main performance structure, 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 to the Parliament buildings, from June 10, 2018 through July 5, 2018 (Date TBC).

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;
- e) Determine any cooperation regarding sponsored content in the live and broadcast programs, and if so, manage approvals;
- f) Receive promotional materials including bios, video and photos, storage and provide distribution of this material to media;
- g) 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;
- h) Act as the primary contact to send copies of sync fee clearances from the Contractor once they are signed by artists or their representatives.

4.2.4. Artistic Responsibilities

PCH will:

- a) Act as the Executive Producer of the Shows. 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 Shows including the shows' theme and the artist roster;
- c) Provide final approval for the 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 Shows;
- e) Coordinate programming schedules between the 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 for the live performances for the Shows;
- g) Approve the detailed budget forecast for the Shows.
- h) Approve the script for the Shows;
- i) Obtain approval of the look and feel of the main performance areas and backdrop;
- j) Coordinate protocol components of the Shows;
- k) Supply translators and interpretation signers for the Shows;
- l) Coordinate with all other Government departments involved in the Shows.

5. Infrastructure Specifications

PCH will install the main performance structure, the backstage installations (trailers, toilets, and tents) and infrastructure peripheral to the main performance structure. 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.

5.2. Main performance structure

The main performance structure will be built to industry standards following all health and safety rules and regulations under the direction, and at the expense of PCH. A main performance structure construction schedule will be determined by PCH in collaboration with the Contractor to ensure that the main performance structure is available for technical production installation on or about June 25, 2018 and for rehearsals as of June 28, 2018. Final schedule to be determined in consultation between the Contractor and PCH.

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 the contract is awarded. This will include access to surveys conducted by the National Capital Commission 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

The Contractor 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, 2018.

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 Contractor upon consultation and approval by PCH.

Note: An in-person kick-off session at PCH Headquarters in Gatineau will be held 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	Proposed Dates
Thematic Review	One week following contract award
Produce Production Schedule 1 st draft	
30% Preliminary Design Documents	February, 2018
Approval of Thematic, Casting Approach and Preliminary Design	February, 2018
Headliners Approval	February, 2018
Support Act Talent & Artistic Line-up Approval	March, 2018

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60% Design Documents (working design)	March, 2018
60% Design Approval	March, 2018
Approval of Events Rundown, Schedule and Communications Plan	March, 2018
Artists Biographical and Promotional Kit	April, 2018
Preliminary Multi-media Concept Presentation	March, 2018
Multimedia Concept Approval	March, 2018
Submission of 90% Final Design Documents	March, 2018
Confirm and Finalize Artists Engagements	April, 2018
Preliminary Song List Approval	April, 2018
Submit all technical drawings for Audio, Video, Lighting and Set elements for approval by the stage supplier engineer	April, 2018
Final Design Approval	April, 2018
Engineering Design Approval	April, 2018
Confirm Rehearsal Schedule	April, 2018
Final Song List and Music Approval	May, 2018
Press Conference (date tbc)	May, 2018
Site Installations Begin (PCH)	June, 2018
Preliminary Scripts and MC Notes Approval	June, 2018
Multi-media and Video Presentation for Approval	June 2018
Produce Production Schedule 2 nd Draft	May, 2018
Class B Budget Review	June, 2018
Multi-media and Video Approval	June, 2018
Final Approval of Events Rundown and Design	June , 2018
Production Installation	June, 2018
On-site Engineering Inspection (Production)	June, 2018
Deposit of 100% Music Clearance Document	June, 2018
Talent/Protocol Rehearsal (camera rehearsal)	June, 2018
Dress Rehearsal	June, 2018
Acceptance Certificate	June, 2018

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Canada Day	July 1, 2018
Contractor Post Mortem Meeting	July , 2018
Submission of Contractor Post Mortem Report and Budget Actual	August , 2018
Final Invoice Accounting and Last Instalment	September, 2018
End of Project	October, 2018

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

The goal will be to deliver rights-cleared programs for the Shows that can be broadcast on multiple platforms anticipated to be in both English and French, and would likely include national and international main television channels, additional television networks (news or speciality), TV repeats, radio broadcasts and rebroadcasts, live webcasts and archived web programs for a minimum of 90 days.

News Media:

In all cases, clearances for news media usage must 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 shows.

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 the versions of "O Canada" and other anthems for PCH

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 **Table B.1** 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 **Table B.1**, will result in a bid being declared non-responsive.

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, 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 **Table B.1**. 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 **Table B.1**. 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 **Table B.1**. 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 Table B.1. No other charges will be permitted under the Contract.

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.

Table B.1 – Event Management Services for Canada Day 2018 - Contract Period		
CATEGORIES OF SERVICE (PROJECT STEPS)	FIRM PRICE	Percentage Range of the Total Cost
1) Administration	\$	3% - 7%
2) Artistic (Including but not limited to artistic direction and coordination, talent, staging, décor, costumes/make-up/hair, multimedia, video, rights and clearances)	\$	35% - 55%
3) Technical (Including but not limited to : technical direction and coordination, lighting, sound, rigging, electrical)	\$	30% - 40%
4) Production and Logistics Including but not limited to production direction and coordination, catering, office needs, logistics, transport, hotels)	\$	12% - 20%
5) Broadcast (Including but not limited to: staff, rights and clearances)	\$	13% - 17%
TOTAL ALL INCLUSIVE COST OF THE EVENT (must not exceed \$1,800,000.00 excluding applicable taxes)	\$	100%

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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" to PART 5 OF THE 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 permanent full-time and/or permanent part-time employees.

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"

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,
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 endeavor 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 endeavor 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 endeavor 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.