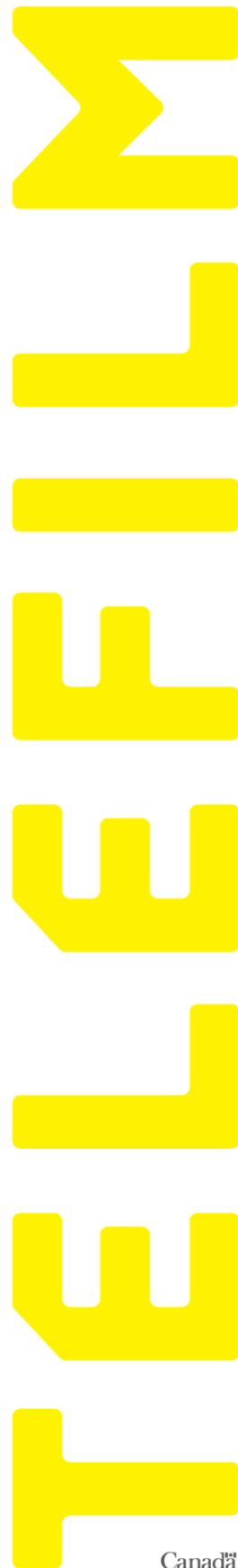


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**Request for proposal GENI201806-002**  
**CANADA PAVILLONS – FRANCE 2019**



Canada

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# 1. Introduction

Telefilm Canada is looking for a firm specializing in the design and production of exhibition stands for the production of its "**Canada Pavilion**" space in 2019 for following events: MIPTV, Marché du film (Cannes Festival), MIFA, Sunny Side of the Doc and MIPCOM.

Under its governance rules, Telefilm Canada is required to proceed by call for tenders to obtain goods and services of an anticipated value like that of its Canada Pavilions located in France.

For high budget projects, Telefilm Canada normally proceeds with calls for tenders allowing it to sign a three-year contract with its vendors to ensure reasonable continuity of service from them.

However, Telefilm Canada is engaged in a process of reviewing its presence at MIPS, but more specifically at MIPTV. This is why it wishes to sign a contract for one year only, while waiting to issue a new call for tenders in summer 2019, this time in view of signing a 3-year contract covering 2020, 2021 and 2022 for its events in France.

---

## 2. About Telefilm

### 2.1 Business Environment

Telefilm Canada is a Crown corporation reporting to Parliament through the Minister of Canadian Heritage.

#### **Our mission**

To foster and promote the development of the audiovisual industry in Canada.

#### **Our vision**

To have Canadian productions on all consumption platforms in Canada and abroad.

#### **Our overall objective**

To stimulate demand for Canadian productions.

#### **What we do**

Telefilm comprises a team of 180 employees dedicated to the success of the Canadian audiovisual industry. On behalf of the Government of Canada, as a Crown corporation, we support dynamic companies and creative talent by providing financial assistance for Canadian film projects and showcasing the success and talent of the Canadian audiovisual industry in regional, national and international festivals, markets and events.

Moreover, the Corporation is working to implement its new strategic plan, four areas of action:

- Foster innovation
- Strengthen Canadian talent's position on the international market
- Stimulate export of Canadian content
- Continue to improve the organization's overall performance

Finally, the Corporation administers funding programs for the Canada Media Fund (CMF) and is also responsible for making recommendations to the Minister of Canadian Heritage and Official Languages regarding projects eligible for recognition as audiovisual treaty coproductions. Its head office is in Montréal, and it serves its clientele from four offices in Vancouver, Toronto, Montréal and Halifax.

For more information, visit our websites: [telefilm.ca](http://telefilm.ca) and [RDVcanada.ca](http://RDVcanada.ca).

### 2.2 Legal Framework and Governance

Telefilm is a Crown corporation subject to the *Telefilm Canada Act*, as well as to certain provisions found in Part X of the *Financial Administration Act (FAA)*. Under section 131 of the FAA, Telefilm must keep accounts and records, maintain financial and management control and information systems, and apply management practices.

To this end, Telefilm must ensure that:

- its assets are safeguarded and controlled;
- its transactions are in accordance with the relevant provisions of the FAA and its regulations, its act of incorporation and its by-laws, and that they comply with the instructions it was given;
- its financial, human and physical resources are managed economically and efficiently, and that its operations are carried out effectively.

In addition, at least once every 10 years, Telefilm shall cause a special examination to be carried out to determine if the systems and practices were, in the period under examination, maintained in accordance with FAA requirements. Note that the Auditor General of Canada conducts the special examination.

In this regard, Telefilm performs internal audits of its operations in order to monitor the aforementioned considerations in compliance with the applicable legal framework.

Moreover, as a federal Crown corporation, and while this is not a binding obligation, Telefilm strives to implement Treasury Board of Canada Secretariat policies, such as the:

- Policy on Internal Audit;
- Directive on Internal Auditing in the Government of Canada; and
- Internal Auditing Standards for the Government of Canada.

Furthermore, in accordance with the Telefilm Canada Act, the Auditor General of Canada examines Telefilm's accounts and financial operations each year as part of the annual audit of Telefilm's financial statements and submits its independent auditor's report. To this end, the Auditor General of Canada relies as much as possible on internal controls, information systems, Telefilm's data systems and internal audit work.

Lastly, Telefilm has defined in the charter of its audit and finance committee the roles and responsibilities of the internal audit services.

## **2.3 Event Management**

The National and International Event Management team is responsible for planning, managing and delivering events (exhibition stands, activities involving a delegation at festivals, galas, etc.) in which Telefilm Canada participates in Canada and in international markets.

The team works with its internal partners in International Promotion, National Promotion, and Public and Government Affairs to produce approximately 100 small, medium and large-scale events each year.

The following information is intended to standardize the presentation of proposals to ensure a simple, efficient process.

---

## 3. Description of mandate

### 3.1 Context

Telefilm Canada's National and International Event Management sector is coordinating the holding of five major events in France in 2019:

**MIPTV**, April 8 to 11, 2019, Palais des Festivals – Cannes

[MIPTV](#), organized by the Reed MIDEM Organisation, is the biggest professional market for television programs held in the spring. It is also characterized by the scope and diversity of international representation. This is a major market for selling and buying broadcast rights, coproduction, financing, partnerships, business consolidations, cross-border investments and anticipation of trends, both in programming and in the positioning of companies in a market globalization context.

**Marché du film (Cannes Festival)**, date to be confirmed in May 2019, Village International – Cannes

The [Marché du film](#) is a component of the Cannes Festival. Contrary to the television program markets, which concentrate their activities on a single site, this market is characterized by its fragmentation. The exhibitors can be found grouped at the Palais des Festivals and distributed among hotel suites. The big corporations establish their headquarters in the hotels, while smaller, national representatives and promotional and service organizations tend to use the facilities offered by the Film Market. The Marché du film offers different nations the means to showcase their culture and their cinema in the Village International, which includes about 60 national pavilions, including Canada's.

**MIFA**, date to be confirmed in June 2019, Imperial Palace – Annecy

[MIFA](#) is the must-attend event of the animation industry in terms of coproduction, purchasing, sales, financing and distribution of content on all delivery media. Discover the latest animated masterpieces and identify today's and tomorrow's trends in the friendly ambience of the Annecy International Animated Film Festival.

**SUNNY SIDE OF THE DOC**, date to be confirmed in June 2019, Espace Encan – La Rochelle

[Sunny Side of the Doc](#) is the leader on the international documentary market and factual programs. This market addresses buyers, distributors, financiers, commissioners and producers.

**MIPCOM**, date to be confirmed in October 2019, Palais des Festivals – Cannes

[MIPCOM](#), organized by the Reed MIDEM Organisation, is the major gathering for buying and selling programs, all genres and media combined. An international marketplace, MIPCOM allows decision-makers from the audiovisual, digital, communications and branding industries to meet, decipher new trends and develop international partnerships.

### 3.2 Objectives of the mandate

The contractor sought for the "Canada Pavilion" stand project will be in charge of design, production, manufacturing, delivery, setup, dismantling and storage of the structure, coordination and logistical monitoring of technical operations with its team on the event site for the five major events in France in 2019.



---

## 4. Preparation and submission of proposal of services

The information that follows is intended to standardize the presentation of proposals to ensure a simple and efficient process.

### 4.1 Proposal of services

#### 4.1.1 Main section

In this section, the vendor must present its proposed solution for satisfying the listed requirements.

The vendor must:

- Demonstrate its understanding of the request for proposal;
- Demonstrate its capacity to carry out the work;
- Provide three client/mandate references of similar type and scope, including a description of each mandate;
- Present the vendor's company in an appendix, including information on the company, its services, its experience with this type of mandate and its areas of expertise;
- Submit a working methodology.

#### 4.1.2 Information required in the tender

The companies sought will be responsible for sending us:

- a concept per event, using Telefilm Canada's visual identity internationally. (see the attached charter)
- overall specifications per event, including:
  - design
  - production
  - manufacturing
  - delivery
  - setup
  - dismantling
  - furniture rental
  - technical maintenance
  - storage of the structure
- plans (2D and 3D) per event
- the company's portfolio, presenting the major projects carried out
- any other documents considered relevant to support its proposal

#### 4.1.3 Rules for submission

The offer of services and reference materials may be written in either of Canada's official languages.

## 4.2 Evaluation process

Once the proposals are received, Telefilm will determine to what extent each proposal satisfies the requirements of the request for proposal document. The proposal will then be reviewed to ensure that it complies with Telefilm's basic requirements.

Should Telefilm require clarifications on any information provided in the proposal, these clarifications shall become an integral part of the proposal.

## **4.2.1 Main criteria for evaluating proposals**

Telefilm Canada will consider expertise, experience, human resources, competencies and aptitudes to perform the work, originality of the concept, and the best quality/price ratio. Telefilm Canada reserves the right not to select the tenderer with the lowest tender. The chosen tenderer will be invited to sign a contract with Telefilm Canada; all the terms and conditions of the contractual agreement that must be entered into between the partners must be to Telefilm Canada's complete satisfaction.

The chosen tenderer will be the one that will have satisfied all the clauses and conditions of the project and will be evaluated according to the criteria enumerated below:

- Compliance with the specifications (Appendix 1)
- Budget
- Originality of the concept
- Quality of the portfolio (achievements, clients)
- Human resources
  - number of employees
  - list and description of the proposed personnel (expertise and experience)
- Production capacity
  - capacity to produce complex concepts and installation
  - materials available
  - audiovisual equipment available
  - storage capacity available

## **4.3 Contract award rules**

### **4.3.1 Contract parameters**

The contract will have a one-year term from December 1, 2018 to October 31, 2019.

---

## 5. Constraints and requirements

### 5.1 General information

Telefilm's request for proposal process allows all vendors to demonstrate their capacity and expertise to deliver the service on time and on budget and with the quality expected by Telefilm.

#### 5.1.1 Prerequisites

To be able to respond to this call for tenders, the vendor must meet at least the following prerequisites:

- Have over 10 years of relevant experience in the field of design and production of major stands (area between 150 and 400 m<sup>2</sup> and over);
- Have over 10 years of relevant experience in the design and production of stands in Palais des Festivals and the Village International, at Cannes in France; and have worked with the following organizers:
  - **Reed MIDEM Organisation**
  - **Cannes Festival – Film Market**
- Be the only service provider designated for the performance and coordination of the work and not call on a subcontracting company except to assist in setup / dismantling under its sole and exclusive supervision and responsibility;

#### 5.1.2 Confidentiality

The content of the request for proposal and all supporting materials are the property of Telefilm and must be treated in a confidential manner. Each vendor agrees not to disclose any information, in whole or in part, without prior written permission from Telefilm.

Moreover, the vendor acknowledges that Telefilm is a government agency subject to the *Access to Information Act* and the *Privacy Act*.

#### 5.1.3 Notice of intent to respond

All vendors must notify Telefilm of their intent to respond by the date indicated in the Schedule section, by email to the address given above. The notice of intent to respond must include the following information:

- Intent to respond (yes or no)
- Company name
- Name of contact person
- Telephone number of contact person
- Email address of contact person

Each vendor must appoint a person who will be the sole point of contact during the entire tendering process. All communications from Telefilm will be sent to that person.

#### 5.1.4 Requests for additional information

Any request for additional information must be sent by email to: [kate.maurice@telefilm.ca](mailto:kate.maurice@telefilm.ca).

Answers will be provided by email. All questions and answers related to this request for proposal will be communicated to all participating vendors.

**5.1.5 Phase 1 – Qualification documents**

Once vendors have communicated their intent to respond to the request for proposal, they must submit the required documents to the email address listed above in accordance with the schedule in section 5.1.

**5.1.6 Phase 2 – Individual meetings with shortlisted vendors**

Following selection of the finalist vendors, Telefilm could invite them to present their proposals. (via Skype or otherwise)

**5.1.7 Modification of request for proposal**

Telefilm reserves the right to modify this request for proposal, as needed, and to clarify or correct one or more sections. These modifications may include clarifications made following a request for information from one of the vendors involved in the selection process.

Vendors will be notified of any modifications by way of an addendum, which will be incorporated into the request for proposal document and form an integral part of it.

**5.1.8 Submission of proposal and presentation**

Vendors must prepare a single proposal in compliance with the requirements of this request for proposal document. By submitting their proposal, vendors acknowledge that they have read the request for proposal documents and accept the clauses, terms and conditions therein.

Vendors must submit their proposal by email to the email address listed above, and must be prepared to present their proposal at a later date if specifically requested by Telefilm.

The email subject line must clearly indicate “Request for Proposal GENI201806-002.”

**5.1.9 Schedule**

Assuming that normal conditions prevail, Telefilm expects to comply with the schedule set out below. Any changes to these dates will be communicated to all participants responding to the request for proposal.

<b>Activity</b>	<b>Date</b>
Launch of request for proposal	June 29 <sup>th</sup> 2018
Receipt of notice of intent to respond	July 3 <sup>rd</sup> , 2018
Deadline for submission of proposals	September 26 <sup>th</sup> , 2018
Selection of the company	October 31 <sup>st</sup> , 2018
Start of mandate	December 1 <sup>st</sup> , 2018

**5.1.10 Withdrawal of a proposal**

Vendors may withdraw their proposal in person or by registered letter, at any time prior to the deadline set for the receipt of proposals, without affecting their right to submit a new proposal within the prescribed period.

### **5.1.11 Validity of proposals**

Submitted proposals must remain valid for sixty (60) following the deadline set for the receipt of proposals.

### **5.1.12 Ownership of proposals**

All submitted proposals and related documents become the sole property of Telefilm and shall not be returned to vendors.

### **5.1.13 Awarding of contract**

The successful vendor will be the one that demonstrates the best value. That vendor will be asked to sign Telefilm's standard contract. All terms of the contractual agreement entered into by the parties must be to Telefilm's complete satisfaction. A copy of the standard contract can be found in Appendix 2.

### **5.1.14 Vendor responsibility and costs incurred**

All costs, charges, expenses, etc., direct and indirect, incurred and/or paid by the vendors in order to participate in this request for proposal are the sole and entire responsibility of the vendors.

### **5.1.15 Reserved rights**

Telefilm reserves the right to:

- Make modifications to the request for proposal documents before the deadline for submitting proposals and, as needed, change the submission deadline. As mentioned in the "Modification of request for proposal" section, all modifications shall become an integral part of the request for proposal documents, and shall be sent in writing to all vendors concerned;
- Reject all of the proposals received, without justification or obligation to the vendors;
- Accordingly, participation in this request for proposal process in no way obligates Telefilm to enter into a business agreement with the vendor;
- Accept any proposal it receives after the stated deadlines;
- Choose vendors that it believes to be qualified for a competitive proposal, negotiate with them and finalize negotiations without incurring liability;
- Negotiate different business conditions with the best vendors;
- Contact any vendor to obtain corrections and clarifications to a submitted proposal, if necessary, in order to make a fair comparison of all the proposals submitted;
- Withhold information relating to the final selection process; and
- Conduct an investigation of the potential vendor to confirm or clarify any information provided or to gather further evidence of its financial and technical capabilities, including, but not limited to, meetings and visits with the vendor's existing clients.

## 6. APPENDIX 1 – SPECIFICATIONS

MIPTV, April 8 to 11, 2019, Palais des Festivals – Cannes

MIPCOM, Date to be confirmed in October 2019, Palais des Festivals – Cannes

### DESCRIPTION OF THE CANADA PAVILION:

During MIPTV and MIPCOM, Telefilm Canada makes a turnkey exhibition space available to the Canadian industry, including furniture, technical and audiovisual equipment, high-speed wireless Internet access (Wi-Fi), signage, telephone, reception / information counter.

With the **main stand located in Palais des Festivals at P-1.A0** and the **2 extensions at P-1.A51**, the Canada Pavilion currently covers a total area of **342 m<sup>2</sup>** for MIPTV and **401 m<sup>2</sup>** for MIPCOM. The stand offers the exhibiting Canadian companies different options, such as **custom private offices, private tables, two meeting spaces for visitors**, shared storage modules, 1 meeting room, 2 kitchenettes (one in each section), and a storage space.

### PRESENTATION OF THE PARTICIPATION OPTIONS OFFERED AT THE CANADA PAVILION:

The Pavilion's different meeting areas will be composed of table and office arrangements according to the options described below: ,

*Note that the area and the demand for the proposed options by the Canada Pavilion vary from one market to another. The proposal therefore must take this factor into account by proposing modifiable and adjustable layouts according to the number of participating companies, their respective needs and the area of the Canada Pavilion.*

#### **BASIC PRIVATE TABLE**

(Approximately 20 tables in all for MIPTV and 35 tables for MIPCOM)

Each private space includes a table and 4 chairs, a poster frame (Pavilion interior), built-in displays, identification of the company, lighting, one electric outlet per table and shared storage modules.

#### **CUSTOM PRIVATE OFFICE (6 m<sup>2</sup> and +)**

(6 to 8 private offices per market)

The private offices will be laid out according to the clients' needs. They generally include the following elements: closed spaces and/or open areas with low walls or glass panels, tables and chairs and/or armchairs and/or sofas, 40- or 60-inch screen and Blu-ray player, storage cabinet, displays for promotional material, predominant company logo, frames for posters or visuals printed on the walls, lighting and electric outlets.

### DISTRIBUTION AND LAYOUT OF THE DIFFERENT ZONES OF THE CANADA PAVILION:

#### **Main Stand – P-1.A0:**

- **1 reception counter** with storage shelves and lockable built-in cabinet and 2 stools, telephone line, laptop computer and printer, touchscreen stand, electricity
- **2 or 3 private offices with 46" or 60" screens** (see description above)
- **Between 4 and 8 basic private tables**(see description above)
- **Private meeting space for visitors** (with sofa and coffee table)
- **Audiovisual:** 4 x 32" screens, 1 x touch screen, 1 x 65" screen – 4K and computers connected to the screens.

### **Installation and general decorating:**

- Carpet and protective film over the entire area
- Decoration of the walls
- Decoration of the interior pillars
- Decoration of the 5 pillars facing the aisle for display, including 2 pillars with 32-inch screen
- Decoration only of the wall located between the two sections, including a 60-inch screen, promotional panels on each side of the screen and displays for promotional material
- Installation of displays for promotional material on the 3 exposed faces of the pillars facing the aisle
- Lighting
- Electric outlets for each table
- Approximately 15 frames for posters, 70 cm X 100 cm, including installation
- Graphic design:
  - o "Branding Canada" logos on the columns and the reception counter
  - o Predominant identification of companies with private offices
  - o Identification of companies with basic tables (individual logos)
  - o Other needs to be determined according to the needs of the concept

### **Storage space and kitchenette– adjoining the main stand at P-1.A0:**

Storage space:

Layout of a storeroom with shelves and storage devices for storage of material, transport cases, empty boxes, bags and valises, plus lockers equipped with padlocks for valuables.

Kitchenette space

- Decoration of the walls
- Linoleum or carpet on the floor
- 1 refrigerator (220 litres)
- 1 water fountain and 9 water bottles
- 1 coffee machine + 600 portions/cups/sugar/sticks
- 1 reserve counter serving as a stand for the coffee machine
- Wall-mounted storage shelves and space under the counter
- 1 large garbage can
- Electricity (3 wall outlets)
- Lighting

**Extension 2 (stand P-1.A51)** includes:

- **1 reception counter** with storage shelves and lockable built-in cabinet, 2 stools, telephone line, laptop computer, touchscreen stand, electric outlets
- **Up to 5 private offices** equipped with 40" or 60" screens
- **Up to 12 basic private tables**(see description above)
  
- **1 kitchenette space (closed)** with lockable door (one 220-litre refrigerator, 1 water fountain and 6 water bottles, 1 coffee machine + 600 portions/cups/sugar/sticks, 1 counter serving as a stand for the coffee machine, wall-mounted storage shelves and storage space under the counter, shelves, 1 garbage can and one row of lockers with padlocks).
- **1 meeting room** with lockable door, including a table, 6 to 8 chairs, storage cabinets, 40-inch screen and Blu-ray player, 4 frames for posters, lighting and electric outlets

### **Installation and general decorating:**

- Carpet and protective film over the entire area
- Decoration of back walls
- Interior lighting

- Electricity with 220 V outlet + ground + electricity at each table and at the reception counter
- Displays for clients' promotional material
- 20 frames for posters, 70 cm X 100 cm, including installation
- Graphic design:
  - o "Branding Canada" logos distributed through the extension, one logo on the reception counter
  - o Predominant identification of companies with private offices
  - o Identification of companies with basic tables (individual logos)
  - o Signage with arrow to direct people to the reception counter

**Extension 3 (P-1.A51) :**

**Up to 3 private offices** (see description above)

**Up to 12 basic private tables**(see description above)

**Audiovisual:** 6 x 32" screens

**Installation and general decorating:**

- Carpet and protective film over the entire area
- Decoration of back walls
- Decoration of 4 pillars (including posters, screen and shelves for promotional documents)
- Interior lighting
- Electricity 220 V outlet + ground
- Electric outlets for the 4 screens (on pillar) and each table
- Identification of companies (for each table)
- Displays around the columns for the clients' promotional material
- 18 frames for posters, 70 cm X 100 cm
- Graphic design:
  - o logos (Branding Canada) on each pillar
  - o Other needs to be determined according to the needs of the concept

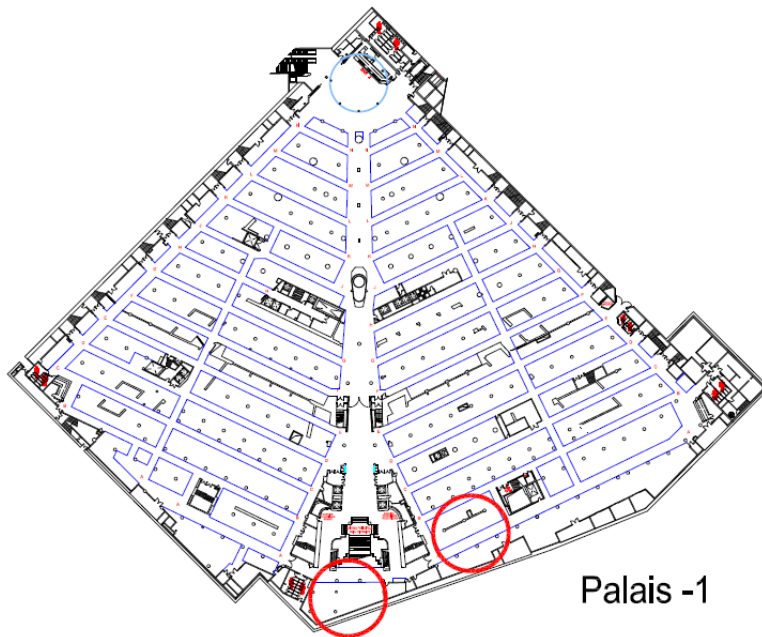
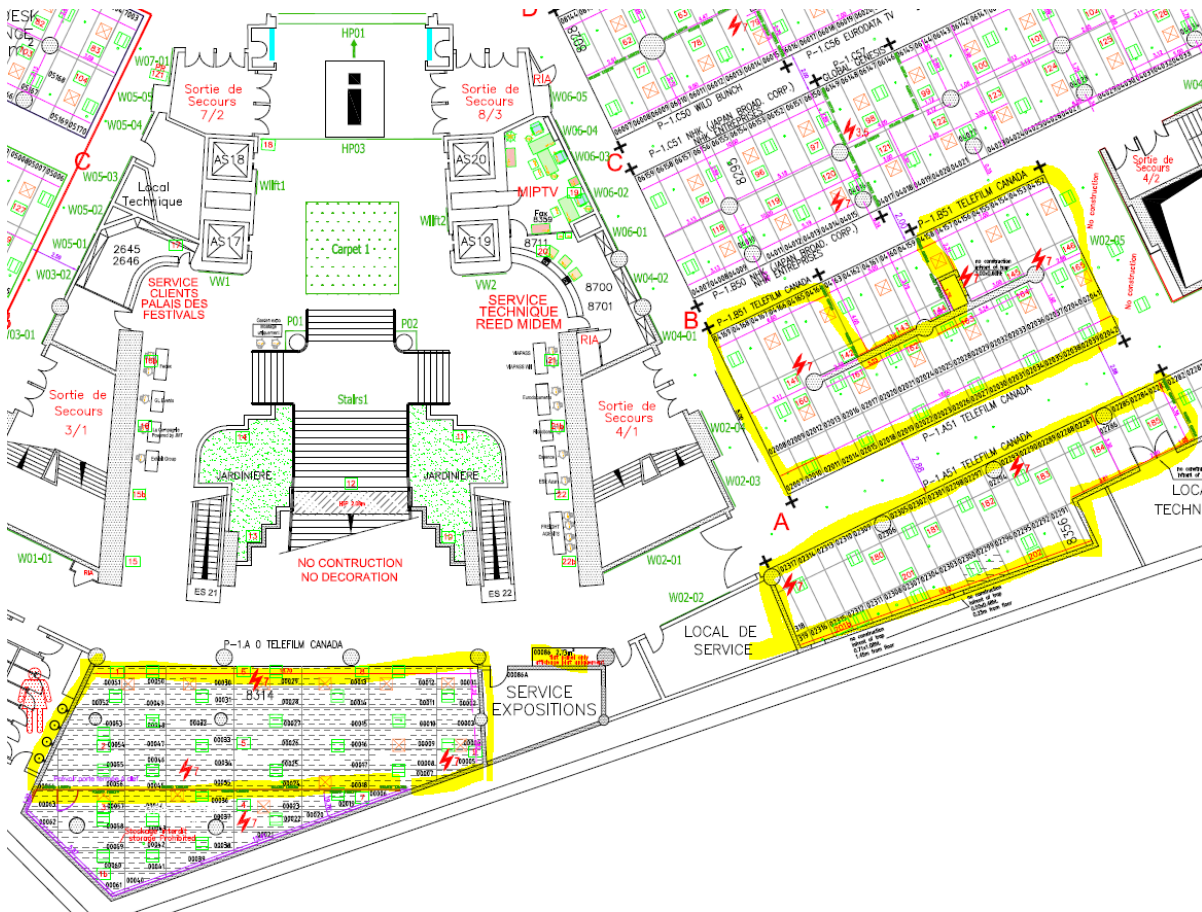
**GENERAL NOTE:** The contractual furniture (tables, chairs, storage cabinets) supplied free of charge by the Cannes Palais des Festivals may be used.

**AUDIOVISUAL:** All the audiovisual equipment needs can be supplied by the tenderer or by the authorized service provider chosen by Telefilm Canada.

**WI-FI INTERNET SERVICE:** the Wi-Fi Internet service is supplied and installed by a chosen Palais service provider and ordered directly by Telefilm Canada.

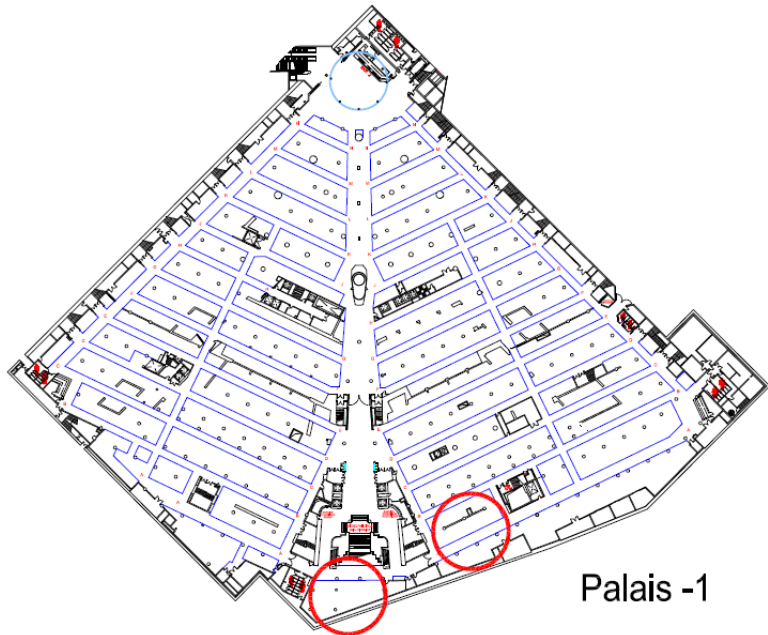
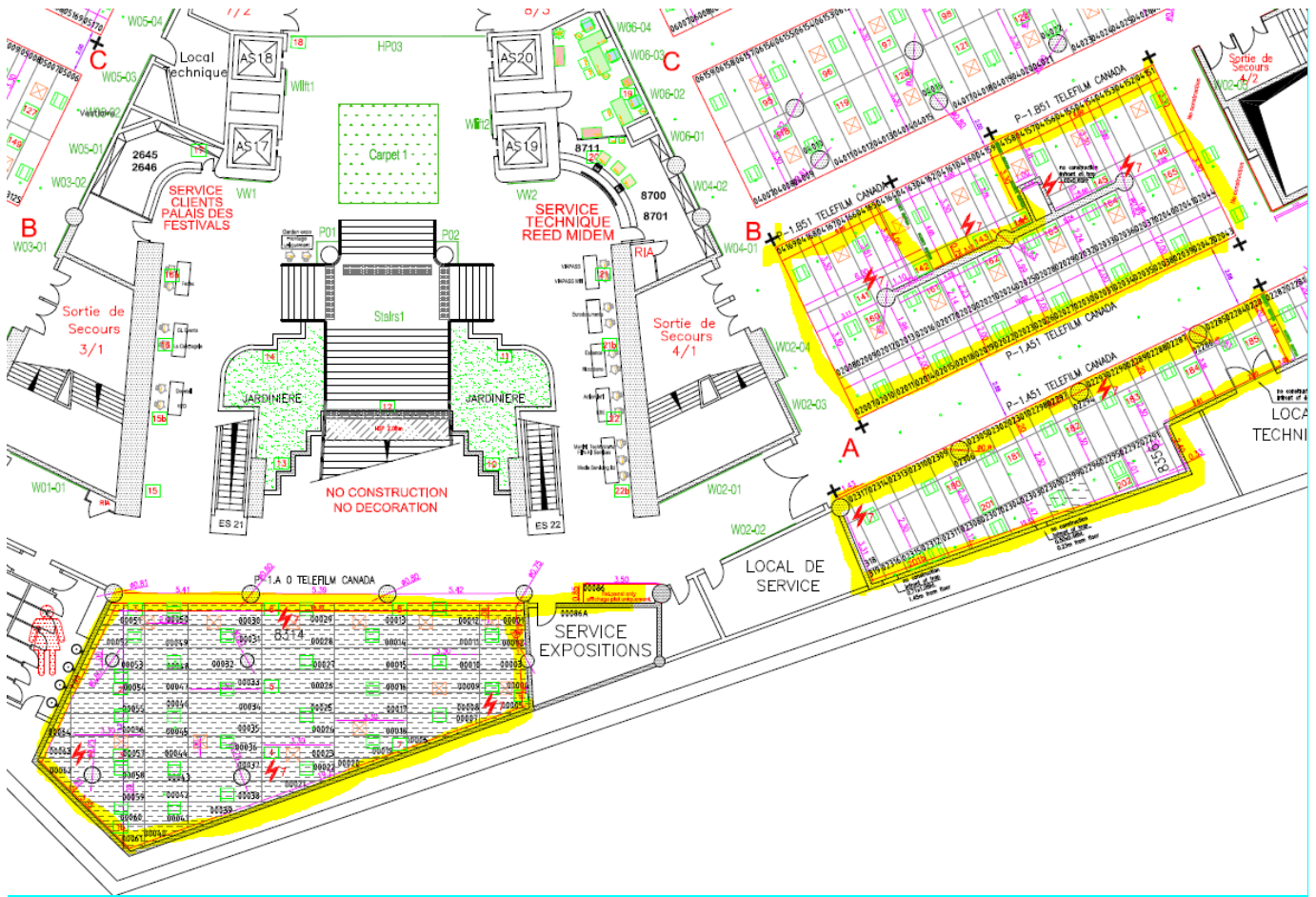


# CANADA PAVILION SPACES AT MIPTV



Palais -1

CANADA PAVILION SPACES AT MIPCOM



Palais -1

## **MARCHÉ DU FILM, date to be confirmed in May 2019, Village International – Cannes**

### **DESCRIPTION OF THE CANADA PAVILION:**

The Canada Pavilion has a total area of 150 m<sup>2</sup>, 100m<sup>2</sup> of which is located inside a tent by the seaside and 50 m<sup>2</sup> on an adjacent covered terrace that can accommodate participants. The Canada Pavilion consists of:

#### **A completely covered interior space of 100 m<sup>2</sup> including:**

- Fabric cladding of the walls and ceiling of the tent, baseboards
- Carpet + protective film
- Reception counter, a telephone and a built-in message box (hanging file folders) plus storage shelves. Two high stools, lighting and electricity.
- A space with a lockable door behind the reception counter, including a counter, wall-mounted shelves, electric outlets for printer and computer, and lighting (neon)
- 2 telephone lines (reception counter and storeroom)
- Several displays for promotional documents
- 1 lockable storage-service cabinet
- 15 high bar tables and 50 high stools
- 1 charger/workstation counter 500x60x102cm
- 1 lockable storeroom and 40 lockers with padlocks (for valuables)
- 1 removable platform approximately 400 cm x 150 cm with lectern and microphone
- 1 water fountain and 10 water bottles
- 220 V wall outlets + ground and power bar for tables
- 18 frames for posters, 70 cm X 100 cm (20)
- Positioning and printing of logos according to the needs (approximately 8 to 10)
- Graphic design:
  - o 1 table with list of companies
  - o Predominant positioning of "Branding Canada" logo
  - o Approximately 8 to 10 other visuals to be defined according to the needs of the concept

Audiovisual needs (to be included in the specifications):

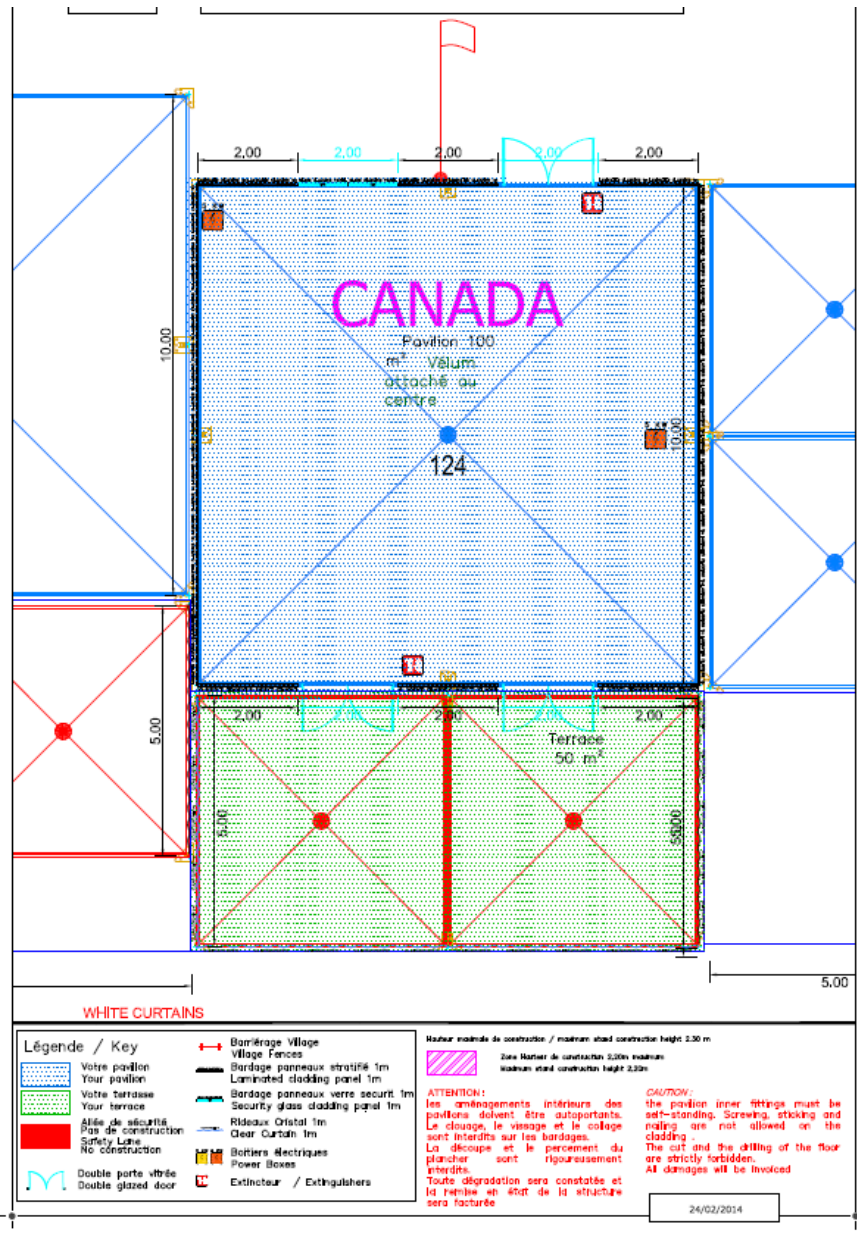
- Two laptop computers with 15-inch screen (one on the reception counter and the other in the storeroom)
- One 22-inch touchscreen
- One multifunction printer connected to the network plus 3 packets of 500 A4 sheets
- Three strategically positioned 46-inch plasma screens
- Three multizone Blu-ray players

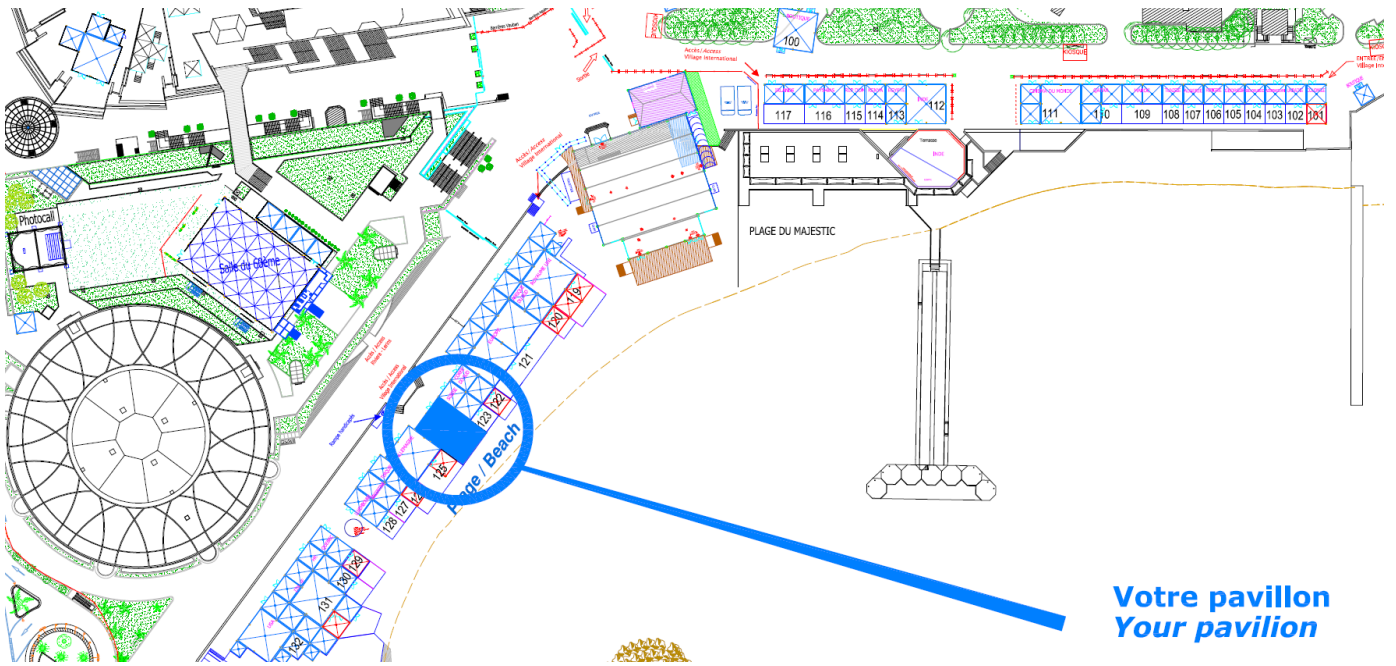
#### **Completely covered outdoor terrace of 50 m<sup>2</sup> including:**

- Linoleum on the floor + protective film
- 1 bar counter and 1 counter behind the bar including 2 lockable storage cabinets (with interior shelves) and wall-mounted glass shelves, electricity, storeroom with lockable door, 2 large refrigerators and one shelving unit, electric outlets
- 1 large garbage can with 100 L bags + 6 small garbage cans with 30 L bags
- Double coffee machines + 600 portions + sugar, sticks and cups
- Displays for promotional documents
- 8 high bar tables and 24 high stools
- 2 coffee tables and 10 director's chairs
- Rental of plants, if required
- 220 V wall outlets + ground and power bar
- Lighting

**Cleaning of the terrace every morning during Market business hours**

CANADA PAVILION SPACES AT MARCHÉ DU FILM





MIFA, date to be confirmed in June 2019, Imperial Palace – Annecy

**DESCRIPTION OF THE CANADA PAVILION:**

The Canada Pavilion at MIFA is a stand shared with several partners, including SODEC.

The space therefore is divided into two parts: the Telefilm Space of 54 m2 including a storage space and the Shared Space with SODEC, which includes the interior space of 27 m2 and the space on the terrace adjacent to it, which is 30 m2.

**The Telefilm Space and the Shared Space contain:**

- Carpet or linoleum and protective film over the entire area
- Decoration of back walls
- Decoration of pillars (including posters, screens and shelves for promotional documents)
- Interior lighting
- Several displays for promotional documents
- Electricity 220 V outlet + ground
- Graphic design:
  - o Printing of logo for banners
  - o Printing of logo on counter
  - o Printing of visuals on the walls
- Audiovisual: 55" LED screen, USB key connection, 43" LED, USB key connection

Then:

**Telefilm Space furniture**

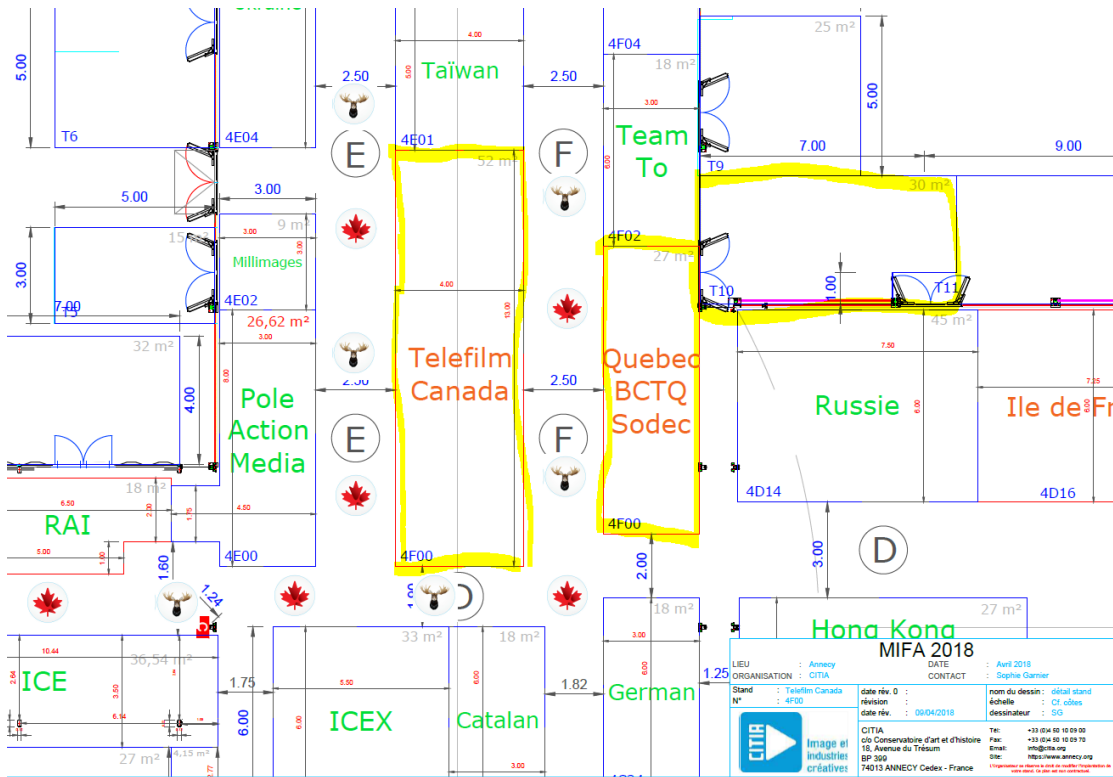
- 1 reception counter and 2 stools
- 10 tables, 30 chairs, 3 high bar tables, 9 stools
- 1 water fountain + 6 water bottles
- 1 storeroom kit with shelves, 8 columns, 5 lockers, 2 plastic shelving units, 1 garbage can stand, 2 coat racks, 3 pegs

**Shared Space furniture**

- Interior space
  - 1 reception counter
  - 7 tables and 21 chairs
- Terrace space
  - 4 high bar tables and 16 stools
  - 2 large parasols

**Establish your proposal by breaking down the contents and the prices of the Telefilm Space and the Shared Space separately.**

CANADA PAVILION SPACES AT MIFA



**SUNNY SIDE OF THE DOC**, date to be confirmed in June 2019, Espace Encan – La Rochelle

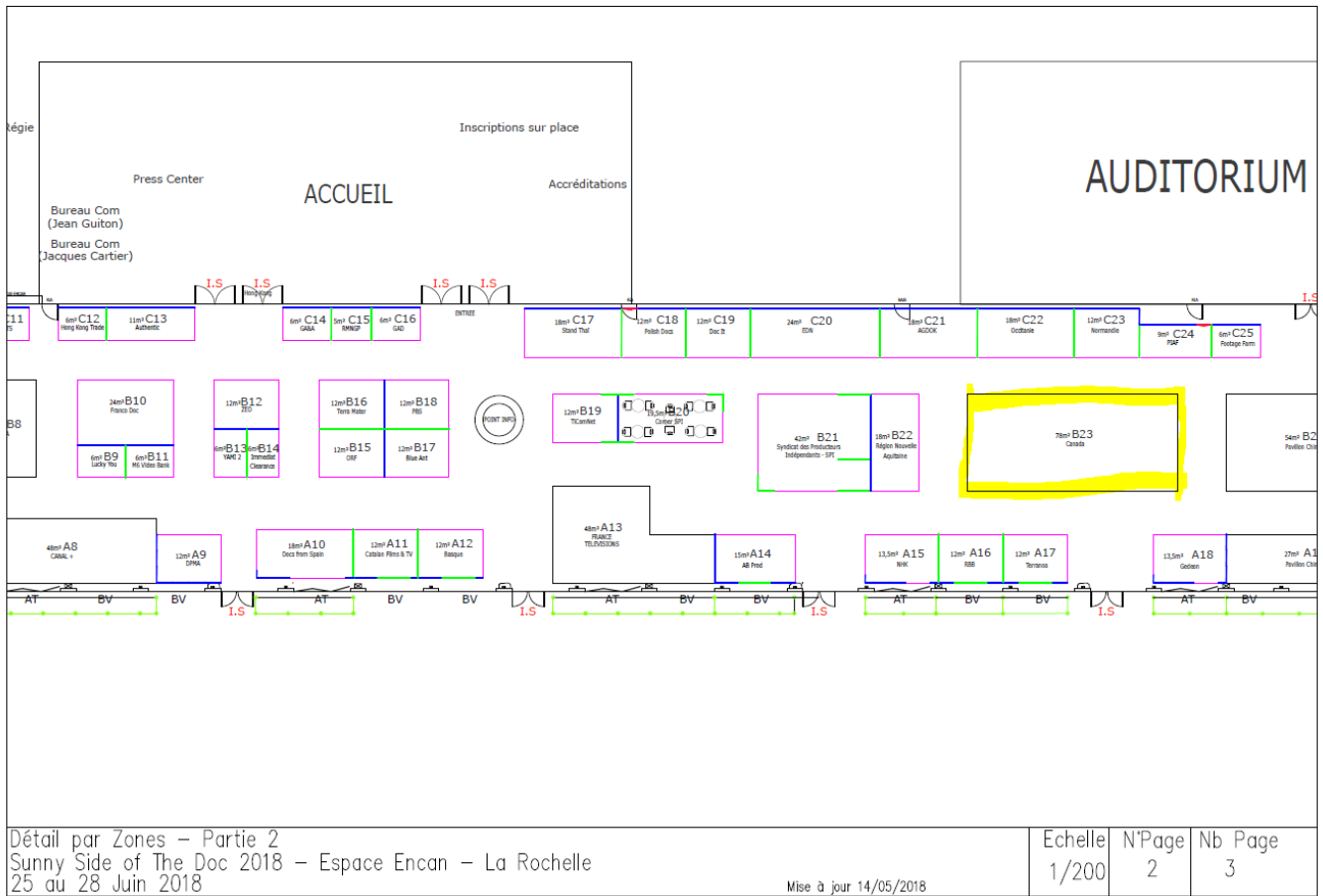
**DESCRIPTION OF THE CANADA PAVILION:**

At Sunny Side of the Doc, the Canada Pavilion has a total area of 78 m<sup>2</sup>. The space is open and shared, capable of accommodating producers and their distributors with their clients without reserving tables.

- Carpet or linoleum and protective film over the entire area
- Decoration of back walls
- Decoration of pillars (including posters, screens and shelves for promotional documents)
- Interior lighting
- Several displays for promotional documents
- Electricity 220 V outlet + ground
- Graphic design:
  - o Printing of logo for banners
  - o Printing of logo on counter
  - o Printing of visuals on columns and storage cabinets
- Canada reception counter with 2 stools, 20 tables and 60 chairs
- 12 storage cabinets with workstation: 4 x 43" screens, USB key connection, 1 x 23" touchscreen on articulated arm and 2 x 40" ultra-flat HD screens



CANADA PAVILION SPACE AT SUNNY SIDE OF THE DOC (see in yellow)



**FOR EACH MARKET, THE CALL FOR TENDERS INCLUDES:**

- Design and production of the stand for each Market
- Delivery, installation, setup and dismantling of the stand
- Supply, installation and maintenance of the audiovisual and IT during the event, when required
- Furniture rental and installation
- The presence of a technical team on site, including a supervisor, for setup and dismantling of the stand
- Technical maintenance at all times, during the normal business hours of the event, during the holding of the market or markets in which it participates as a service provider on behalf of Telefilm Canada
- Storage of the structure
- Transportation of material
- Two-way transportation of the personnel employed by the tenderer to the location of the event.

*Responding to this call for tenders does not confer any right or privilege.*

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## 7. APPENDIX 2 – Telefilm Canada Standard Contract

**Service Agreement signed in “city” this “date” (hereinafter the “Agreement”)**

Between: **Telefilm Canada**, a Crown corporation duly established under the *Telefilm Canada Act*, as amended, having its head office at 360 Saint-Jacques Street, Fifth Floor, Montreal, Quebec, H2Y 1P5, represented by “name,” “title,” [add as needed: and by “name,” “title”] duly authorized hereby as representing the Corporation (hereinafter “**Telefilm**”).

And: “**Company name**,” a company duly incorporated under the “name of Act: *Quebec Companies Act / Canada Business Corporations Act / other business incorporation Act*,” having its head office at “street address, city, province, postal code,” represented by “**Representative name**,” duly authorized hereby as representing the company (hereinafter the “**Contractor**”).

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In consideration of their respective obligations, the Parties agree as follows:

### 1. **Services Supplied**

1.1. **Services.** The Contractor agrees to supply and diligently perform for Telefilm, according to industry standards and to Telefilm’s satisfaction, “*indicate main type of services*” services, as more fully described in Appendix A hereto if applicable, (the “**Services**”) for the duration of and under the terms set forth in the Agreement. The fact that the Services are rendered by “*name of person rendering the services*” is an essential consideration of this Agreement. “*Name of person rendering the services*” may not be replaced by another person during the entire term of the Agreement.

### 2. **Term and Termination**

2.1. **Term.** Subject to section 2.2 hereof, this agreement takes effect on “*contract start date*” and ends on “*contract end date*.” Any renewal of the Agreement after expiry of the term is subject to negotiation between the two Parties and must be evidenced in writing.

2.2. **Termination.** Notwithstanding section 2.1 hereof, Telefilm may terminate the Agreement upon the occurrence of any of the following events:

- a) if the Contractor fails to remedy a breach of any of its contractual obligations under the Agreement or under any other agreement with Telefilm, including the unauthorized assignment of the Agreement, within [5] days of receipt of written notice to this effect from Telefilm;
- b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for its property;
- c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor;
- d) at Telefilm’s discretion, by giving the Contractor [30] days’ written notice;

in which case Telefilm’s obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation.

### **3. Cost of the Services**

- 3.1. Consideration.** *In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a total amount of “insert amount” [or a maximum total amount of “insert amount”], plus all applicable taxes [or taxes included], according to the schedule of work (the “Schedule”) appearing in Appendix A hereto. Each payment (or the sole payment, as the case may be) shall be payable by Telefilm in accordance with the Schedule within 30 days of receipt of a detailed invoice to this effect.*
- 3.2. Expenses.** *Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel outside the Metropolitan Montreal area undertaken at Telefilm’s request. Telefilm shall be responsible for coordinating the Contractor’s business travel, including planes, hotels and ground transportation. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed.*
- 3.3. Payment by direct deposit.** *The Contractor authorises Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor’s bank account as specified in Appendix B and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in Appendix B and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice via email will be sent by Telefilm to the following email address [insert email address] to confirm that the transaction has been processed.*
- 3.4. No Benefits.** *The Contractor, its employees, agents, representatives and mandataries may not claim or require from Telefilm, including but not limited to, any of the following: vacation pay, sick leave, maternity/paternity leave, insurance and invalidity plans, pensions, health care, dental care or any other benefit available to Telefilm employees.*

### **4. Representations and Warranties**

The Contractor represents and warrants the following:

- 4.1.** It is a duly incorporated company existing under its Act of incorporation, it is in compliance with all applicable laws governing its existence, the Contractor has the authority and capacity to sign the Agreement, which has been duly authorized, the Agreement is enforceable against it, and the signature of the Agreement and the performance of the related obligations do not violate its statutes, its regulations or any act, contract or agreement by which it is bound.
- 4.2.** It is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services, and agrees moreover to respect all Telefilm policies, guidelines, rules and internal procedures.
- 4.3.** It has the necessary qualifications, the expertise, experience, human resources and material required to provide the Services consistent with the terms and conditions of the Agreement, it holds all necessary permits, licences and authorizations, as applicable, and it is in good standing with all regulatory bodies in its field.

### **5. Indemnification**

- 5.1.** The Contractor assumes all risks and responsibilities involved in performing the Services, including responsibility for the acts and omissions of persons in its employ, and it must take all measures necessary to avoid causing any damage to Telefilm or to third parties. To this end, the Contractor agrees to indemnify and hold harmless Telefilm from and against all claims, demands,

complaints, actions, causes of action and responsibility of any sort, for any damages, losses, costs, injuries, property damages, resulting from any act or omission by the Contractor or by persons employed or engaged by it, in connection with the Services and the Agreement, including the fees, expenses and judicial and extrajudicial costs incurred by Telefilm.

## **6. Telefilm's Right to Audit**

- 6.1.** The Contractor agrees and consents that Telefilm shall have the right at all times during the term of this Agreement and for three years after the expiry of the term to examine any and all of its books, files and other documents relating to the Services rendered, to the Agreement, to the Contractor and/or to any legal entity which, in Telefilm's opinion, is a Related Party to the Contractor, as defined in Section 3840 of the Canadian Institute of Chartered Accountants Handbook, as amended, from time to time, and as this definition may be adapted by Telefilm ("Related Party"), and to make or receive extracts of these documents or to have them audited by an auditor of Telefilm's choosing. On reasonable notice to the Contractor and during regular business hours, Telefilm shall, at Telefilm's sole discretion, exercise its audit rights: (i) at the Contractor's place of business or any other place determined by Telefilm after consultation with the Contractor, and/or (ii) by receiving from the Contractor at the office of Telefilm any information or excerpts from documents requested by Telefilm. The payment by Telefilm for the Services rendered or the termination of the Agreement shall not limit Telefilm's right to audit for the purpose of verifying compliance and conformity with the Agreement.

## **7. Ownership and Confidentiality**

- 7.1. Ownership and Assignment of Rights.** In exchange for the consideration set forth in section 3 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests that they own or could own in relation to the Services. The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership.
- 7.2. Conflict of interest.** The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real or apparent conflict of interest with Telefilm or a Telefilm client.
- 7.3. Confidential Information.** The Contractor acknowledges that, under the Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information ("Confidential information") and remains the exclusive property of Telefilm or of its clients, as the case may be.

Therefore, the Contractor agrees that no Confidential information that may be conveyed to the Contractor or to which it may have access will be disclosed to any person, business or corporation whatsoever at any time during and following the term of the Agreement without the prior written authorization of Telefilm. Moreover, the Contractor agrees not to use said Confidential information for its own profit, nor to allow anyone to use said Confidential information at any time during and following the term of the Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential information, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the information confidential. The Contractor agrees to bind in writing its personnel and other mandataries involved in performing the Services by these confidentiality obligations.

The Contractor acknowledges that the disclosure of Confidential information can cause considerable harm and irreparable damage to Telefilm, which may not be possible to compensate sufficiently through the award of monetary damages. Therefore, in addition to any

other remedy available at law or in equity, Telefilm shall be entitled to obtain injunctive relief or other just and equitable redress in the circumstances, without proof of actual damages.

The Contractor acknowledges responsibility for the Confidential information, books, material, reports, computerized reports, invoices, client lists and any document giving client names and addresses, as well as any equipment belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement.

Upon the termination or cancellation of the Agreement, the Contractor agrees to deliver forthwith to Telefilm, including but not limited to, the Confidential information and any material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies, on any support whatsoever, belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement, and/or, upon request by Telefilm, destroy the Confidential information in its possession.

**7.4. Web Disclosure.** The Contractor consents and authorizes Telefilm to disclose certain elements of the Agreement on its website, as needed, among other things the name of the Contractor, the type of services, the total amount of the consideration and the term.

## **8. Other**

**8.1. Independent Entrepreneur.** The Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed.

**8.2. No Waiver.** The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained herein or to exercise any of its rights provided for herein shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.

**8.3. Assignment.** The Contractor may not assign to anyone its rights and obligations under the Agreement nor delegate the performance of any of its duties thereunder without Telefilm's prior written consent.

**8.4. Amendment.** The Agreement may not be amended, changed or modified except by agreement in writing executed by both parties.

**8.5. Severability.** The invalidity of a provision or part of a provision of the Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.

**8.6. Further Assurances.** The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to the Agreement.

**8.7. Laws.** The Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.

**8.8. Language.** It is the express wish of the Parties that this Agreement be drawn up in English. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first given herein.

**TELEFILM CANADA**

By:

\_\_\_\_\_  
Name:  
Title:

And by:

\_\_\_\_\_  
Name:  
Title:

**“CONTRACTOR NAME”**

By:

\_\_\_\_\_  
Name:  
Title:

## INTERVENTION

Intervening herein, "*Name of person rendering the services,*" (hereinafter "the Intervener") acknowledges having read the Agreement and having understood its nature and scope, and agrees to comply with the terms and obligations thereof, notably with regard to obligations related to confidentiality and indemnification. The Intervener hereby assigns and agrees to assign to Telefilm all rights, titles and interests that he or she owns or could own in relation to the Services and the work performed, and agrees to sign upon request by Telefilm any document deemed necessary by Telefilm to establish ownership.

Signed on \_\_\_\_\_

\_\_\_\_\_  
*"Name and title of natural person (or Contractor employee/representative) rendering the Services"*



**APPENDIX A**  
**DESCRIPTION OF THE SERVICES**

The Services to be provided by the Contractor include, among other things, the following duties and responsibilities:

*“to complete”*

The Contractor agrees to comply with the following timeframe during the term of the Agreement:

*“to complete – if there is no timeframe, indicate NIL”*

**CONSIDERATION**

MILESTONES AND/OR DELIVERABLES		PAYMENT AMOUNTS (payable consistent with subsection 3.1)
<i>Description</i>	<i>Date</i>	
<b>Total [maximum] amount:</b> *In no case may the total consideration for the Services exceed the total amount, unless the Parties have concluded a written agreement to this effect.		<i>“insert total amount, which must match subsection 3.1”</i>

**APPENDIX B**

**BANKING INFORMATION FOR DIRECT DEPOSIT**

Name of financial institution \_\_\_\_\_

Name of branch or branch address \_\_\_\_\_

X	X	X
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Transit No.

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Institution No.

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Account No.