



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

Performance of the Work
described in the Statement of
Work of the draft contract.

TITLE Canada's National Day and Canada Week Cultural Celebrations at Expo 2020 Dubai	
SOLICITATION NUMBER 7431850	DATE July 27th, 2021
<p>PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 14:00 on August 20th, 2021 (as per Ottawa, Ontario) referred as the "Closing Date".</p> <p>Proposals are to be sent electronically to the following addresses:</p> <p>Attention: pierre.soucy@international.gc.ca emmanuelle.boivin@international.gc.ca</p>	
<p>Offer to: Foreign Affairs, Trade and Development 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.</p> <p>Name and title of person authorized to sign on behalf of the supplier.</p> <p>_____</p>	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 CONTRACT DOCUMENTS

PART 2 - BIDDER INSTRUCTIONS

- 2.1 LANGUAGE OF PROPOSAL
- 2.2 REFERENCE CLAUSES
- 2.3 STANDARD INSTRUCTIONS
- 2.4 SUBMISSION OF PROPOSALS
- 2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS
- 2.6 APPLICABLE LAWS
- 2.7 ENTIRE REQUIREMENT
- 2.8 DEBRIEFINGS
- 2.9 CHALLENGES
- 2.10 NO PROMOTION OF BIDDERS INTEREST
- 2.11 LEGAL CAPACITY
- 2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 PROPOSAL PREPARATION INSTRUCTIONS
- 3.2 TECHNICAL PROPOSAL INSTRUCTIONS
- 3.3 FINANCIAL PROPOSAL INSTRUCTIONS
- 3.4 FIRM PRICE
- 3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES
- 3.6 TAXES
- 3.7 CERTIFICATIONS

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION AND SELECTION
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION, HIGHEST RATED WITHIN BUDGET
- 4.5 CONDUCT OF EVALUATION

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

TECHNICAL PROPOSAL INSTRUCTIONS

PART 5 - RESULTING CONTRACT CLAUSES

- 5.1 DEFINITIONS
- 5.2 PRIORITY OF DOCUMENTS
- 5.3 AUTHORITIES AND COMMUNICATION
- 5.4 STANDARD CLAUSES AND CONDITIONS
- 5.5 GENERAL CONDITIONS
- 5.6 ENTIRE AGREEMENT
- 5.7 APPLICABLE LAWS
- 5.8 NUMBER AND GENDER
- 5.9 POWERS OF CANADA / STATE IMMUNITY
- 5.10 TIME OF THE ESSENCE
- 5.11 EXCUSABLE DELAY
- 5.12 SEVERABILITY



- 5.13 SUCCESSORS AND ASSIGNS
- 5.14 SURVIVAL
- 5.15 PERFORMANCE OF THE WORK
- 5.16 CERTIFICATIONS
- 5.17 PAYMENT TERMS
- 5.18 SUSPENSION AND INFRACTION
- 5.19 INSURANCE TERMS
- 5.20 GOVERNANCE AND ETHICS
- 5.21 DISPUTE RESOLUTION

ANNEX A – STATEMENT OF WORK

ANNEX B – BASIS OF PAYMENT

N.B. The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B). Additionally, there are annexed documents to the Statement of Work which have been extracted from materials provided by the Expo Organizer.

N.B. Some supporting documents may not be available in English or French.



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus an attachment 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; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes information regarding Certifications; Attachment 1 to Part 4 includes the Evaluation Criteria; Attachment 1 to Part 4 includes the Financial Bid Presentation Sheet.

***N.B.** The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B). Additionally, there are annexed documents to the Statement of Work which have been extracted from materials provided by the Expo Organizer.*

1.2 SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Canada at Expo Dubai 2020 division at Department of Foreign Affairs, Trade and Development (DFATD) to provide the services for the cultural components of Canada's National Day and Canada Week as described in the Statement of Work – Annex A, attached herein.

1.2.1 The Work is to be performed from the contract award date to **March 1, 2022**. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. The requirement may be subject to the provisions of the:

- a) World Trade Organization Agreement on Government Procurement (WTO-AGP)
- b) Canada-United-States-Mexico(CUSMA)
- c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- d) Canadian Free Trade Agreement (CFTA)
- e) Canada - Chile Free Trade Agreement (CCFTA)
- f) Canada - Columbia Free Trade Agreement
- g) Canada - Korea Free Trade Agreement
- h) Canada - Honduras Free Trade Agreement
- i) Canada - Panama Free Trade Agreement
- j) Canada - Peru Free Trade Agreement (CPFTA)
- k) Canada - Ukraine free Trade Agreement (CUFTA)
- l) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

N.B. Contract may differ from the contract draft.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

N.B. *Some supporting documents may not be available in English or French.*

2.2 REFERENCE CLAUSES

2.2.1 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.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 ID 2003 28/05/2020 *Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>) of the **SACC Manual** by reference into and form part of the bid solicitation.

2.3.2 Except in the case of the Consent *to a Criminal Record Verification form – PWGSC-TPSGC 229*, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; **all references to facsimile number of “819-997-9776” are deleted**; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

2.3.3 Submission of Bids

Bids received shall be valid for one hundred and twenty (120)

2.3.4 Late Bids

Bids received after **14h00 August 20th, 2021** will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

2.3.5 Delayed Proposals

A proposal (bid) received after **14h00 August 20th, 2021** will not be accepted.

2.3.6 Transmission by Facsimile

Canada does not accept receipt of bid by means of a facsimile.



2.4 SUBMISSION OF PROPOSALS

2.4.1 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**.

2.4.2 Proposals must be received by DFATD at the address identified, by the date and time on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different address.

Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2016-04-04) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.3 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.4 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.5 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than **14h00 August 13th, 2021**. Enquiries and suggestions received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the RFP 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada



reserves the right to accept or reject any or all suggestions.

2.6 APPLICABLE LAWS

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

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.

2.7 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or by other means.

2.9 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by visiting their website at <http://www.citt.gc.ca/>.

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or



- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests Bidders provide their proposal in an electronic *format*. (*email*)

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

Section I:	Technical Proposal
Section II:	Financial Proposal
Section III:	Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing time and date, and must be done in writing. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Proposal**”; **7431850**

Bidders must submit their technical proposal in accordance with Section I. This section should not exceed 60 double-sided pages. Material exceeding the 60-page maximum will not be considered. Required Certificates and Licenses, and Title pages are not included in the 60-page limit.

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation;
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation;
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once; and
- d. It is recommended that the Bidder include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested.

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



bid non-responsive.

For Mandatory Technical Criteria and Point-Rated Technical Criteria listed below which require Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions which include:

- Name and description of client organization;
- Name, phone number, e-mail address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Overview of quality assurance and quality control process performed by the Bidder;
- Outcomes of the project;
- Description of the Consultant roles and responsibilities in the project.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “Financial Proposal”; **7431850**

Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Attachment 2 to Part 4 – Financial Bid Presentation Sheet are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Canadian dollars on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.6 TAXES

3.6.1 The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.

3.6.2 Canada will pay the Bidder’s output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).

3.7 CERTIFICATIONS

Section III: to be labeled “Certifications”; **7431850**; Bidders must submit the certifications required under **ATTACHMENT 1 TO PART 3 FOR CERTIFICATIONS INSTRUCTIONS**.
Please see Attachment 1 to Part 3 for Certifications instructions.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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. 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.

Canada's Representative 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 Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

A2. 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, Canada's Representative 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.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the *Ineligibility and Suspension Policy* (<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.

A2.2. 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 Federal Contractors Program (FCP) compliance assessment policy <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>. 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.

A2.3. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications



and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

A2.4. EDUCATION AND EXPERIENCE

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

A2.5. 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 FPSs, 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

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

a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

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

WORK FORCE 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:

1. name of former public servant;

2. conditions of the lump sum payment incentive;

3. date of termination of employment;

4. amount of lump sum payment;

5. rate of pay on which lump sum payment is based;

6. period of lump sum payment including start date, end date and number of weeks;

7. 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.

A2.6. 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).

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES

4.1 EVALUATION AND SELECTION

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included in attachment 1 to Part 4.

4.3 FINANCIAL EVALUATION

4.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **1.25 Million CAD** (Applicable Taxes excluded). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, INCOTERM 2010 DDP (Destination) for goods, customs duties and excise taxes included.

4.4 BASIS OF SELECTION, HIGHEST RATED WITHIN BUDGET

- (a) To be declared responsive, a proposal must:
 - (i) Comply with all the requirements of the proposal solicitation; and
 - (ii) Obtain a required minimum of a total rating of seventy percent (**70%**) for the total of the Technical proposal evaluation criteria.
 - (iii) Obtain a required minimum of a total rating of sixty percent (**60%**) for each of the Technical proposal evaluation criteria
- (b) Bids not meeting the requirements set out in the Mandatory Technical Criteria above will be declared non-compliant. No further consideration in the selection procedure will be given to a Bidder submitting a non-compliant bid.
- (c) Financial Evaluation: Opening of proposal envelope will be done only with an overall rating of 70% and meeting the requirements set out in the Mandatory Technical Criteria.
- (d) The responsive proposal with the highest overall score will be recommended for contract award. Should there be more than one (1) successful Bidder (with the same score), the Contract Authority will follow the following steps:

Step 1

In the event, following a successful technical and financial evaluation, more than one (1) responsive proposal is successful (with the same score) (Highest Rated within Budget), the Contracting Authority will select the proposal with the **highest all-inclusive price** in the category of service for: "**Artistic**".



Step 2

In the event that a tie still exists after Step 1, the Contracting Authority will select the proposal with the **lowest 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 proposal with the lowest all-inclusive price in the category of service for: “Production & Logistics”.

The maximum funding available for the Contract resulting from the proposal solicitation is \$1,250,000 (excluding applicable taxes). This disclosure does not commit Canada to pay the maximum funding available.

This reflects the anticipated budget to design, plan, deliver, manage and monitor/report on Canada’s National Day/Canada Week Cultural Celebrations, as per the SOW, supporting Canada’s participation at Expo 2020 in Dubai. Canada reserves the right to award for a higher or a lesser amount than what has been budgeted.

4.5 CONDUCT OF EVALUATION

- (a) In conducting its evaluation of the bids, Canada may, but will have no obligation, to do the following:
 - i. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - ii. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - iii. request, before award of any contract, specific information with respect to Bidders’ legal status;
 - iv. verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and
 - v. interview, at the sole cost of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.
- (b) Bidders will have 5 working days to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-compliant.

Basis of Selection

Offers will be evaluated on the basis of the Highest Combined Rating of Technical Merit **80 %** and Price **20 % using the following formula:**

$$\frac{\text{Offeror's Technical Score}}{\text{Highest Technical score}} \times \text{ratio} + \frac{\text{Lowest price offer}}{\text{Offeror's price}} \times \text{ratio} = \text{Highest combined rating}$$



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)
(the below table is only an example)

	BIDDER 1	BIDDER 2	BIDDER 3
Technical Evaluation	70\100	83\100	78\100
Price	\$1,000,000	\$1,200,000	\$985,000

POINT DETERMINATION	BIDDER 1	BIDDER 2	BIDDER 3
Technical Points	$70/83 \times 70 = 59$	$83/83 \times 70 = 70$	$78/83 \times 70 = 65.8$
Price Points	$\$985,000/\$1,000,000 \times 30 = 29.55$	$\$985,000/\$1,200,000 \times 30 = 24.62$	$\$985,000/\$985,000 \times 30 = 30$
Total Score	$59 + 29.55 = 88.55$	$70 + 24.62 = 94.62$	$65.8 + 30 = 95.8$

Note 1: In this example the successful bidder would be No. 3 which has scored the highest combined technical merit and price



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

Should the Bidder be more than one entity, each entity must comply with this requirement.

The mandatory technical criteria are as follows:

MANDATORY TECHNICAL CRITERIA			
N°	Criteria Detail	Compliant/N on-compliant	Reference to Bidder's Proposal
M1	<p><u>BIDDER'S YEAR'S EXPERIENCE IN CULTURAL EVENT PRODUCTION SERVICES</u></p> <p>The Bidder must clearly demonstrate <i>that it has offices in Canada and operates in Canada</i>. The Bidder must have been in business for a minimum of five (5) years from the proposal closing date, in the provision of Canadian cultural event production services.</p> <p>a) The number of years the Bidder has been in business specializing in the provision of Canadian cultural event production services;</p> <p>b) The physical address(es) of the Bidder's place(s) of business within Canada, which must include the following information: street address, city/town, and province/territory.</p> <p>Should the Bidder be more than one entity, each entity must demonstrate that it has been operating in Canada for a minimum of five (5) years from the proposal closing date.</p> <p>All entities must each attest with a written confirmation that they are jointly submitting the proposal.</p>		



MANDATORY TECHNICAL CRITERIA			
N°	Criteria Detail	Compliant/N on- compliant	Reference to Bidder's Proposal
M2	<p><u>BIDDER'S PROJECT DELIVERY EXPERIENCE</u></p> <p>The Bidder must clearly describe two (2) projects it has completed within the last five (5) years from the proposal closing date that clearly demonstrate its capability to design, plan, deliver and manage cultural events both in Canada and internationally. One (1) project must have been delivered in Canada, and one (1) project must have taken place outside of Canada clearly demonstrating the international scope and experience of the Bidder.</p> <p>Should Bidders submit more than two (2) projects, only the <u>first two (2) projects</u> submitted will be evaluated.</p> <p>Projects will not be accepted in cases where the work was performed by one (1) or more of the Bidder's key team members on behalf of another firm.</p> <p><i>The following criteria is a rated requirement. More details will be requested in R1</i></p> <p><i>References may be contacted to verify the validity of the information provided by the Bidder.</i></p>		



MANDATORY TECHNICAL CRITERIA			
N°	Criteria Detail	Compliant/N on- compliant	Reference to Bidder's Proposal
M3	<p><u>EXPERIENCE OF KEY PERSONNEL ON THE BIDDER'S TEAM</u></p> <p>All key personnel of the Bidders team must have at minimum five (5) years of experience from the proposal closing date in their respective areas of expertise. This experience must have been acquired in Canada and internationally.</p> <p>The Bidder must provide the first and last names for the following key personnel:</p> <ol style="list-style-type: none"> 1. Project Coordinator 2. Artistic Director <p>For each key personnel, the Bidder must provide:</p> <ol style="list-style-type: none"> a) a one-page curriculum vitae clearly demonstrating their language capabilities, education and training. b) 1 project they have completed within the last five (5) years from the proposal closing date that clearly demonstrates its experience and expertise. P.S. Project could be one of project presented in M2. c) Name and contact information (Authorized Representative phone number, email) of the project provided in b) <p><i>References may be contacted to verify the validity of the information provided by the Bidder.</i></p> <p><i>The following criteria is a rated requirement. More details will be requested in R2.</i></p>		



2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated. The Bidder must obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

TECHNICAL PROPOSAL INSTRUCTIONS

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

The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the proposal solicitation is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

Proposals that meet all of the mandatory technical criteria will be evaluated and percentage-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

The Bidder must obtain the required minimum points for the technical rated criteria which are subject to percentage rating.

If submitting a joint venture/consortia, the proposal should indicate which organization will be the lead.

PERCENTAGE RATED TECHNICAL CRITERIA Maximum: 100% total percentage rating Minimum: 70% for each rated criterion	Points Allocation
R1 Experience of the Bidder	120
R2 Experience of Personnel	80
R3 Approach and Methodology for the National Day and Canada Week as per the SOW	90
R4 Risk Management and Contingency Planning	50
R5 Project Management	50
Total Points	390



The following evaluation grid will be used in evaluating proposals and applies to Point Rated Technical Criteria R1 to R5.

RATING TABLE	
Percentage of Available Points	Basis for Percentage Distribution and Scoring for each of the criterions
0 to 20	The response is insufficient. The projects presented show very few similarities with the needs cited in the statement of work.
21 to 40	The response includes some information, but important details are missing. The projects submitted demonstrate gaps with the needs identified in the Statement of Work.
41 to 59	The response includes some of the information required. The projects submitted demonstrate some similarities with the needs identified in the Statement of Work. It meets some of the needs but does not meet the minimum requirement. The response has some significant deficiencies.
61 to 80	The response includes a substantive amount of the information required to be complete and contains several elements that add value. The projects submitted demonstrate good similarities to the needs identified in the Statement of Work.
81 to 100	Substantial details have been provided, indicating a complete and thorough understanding of the requirement. The projects submitted demonstrate strong similarities to the requirements cited in the Statement of Work.

This Rating Table applies to Point Rated Technical Criteria R1 to R5



Rated Technical Criteria			
N°		pts	Page #
R1	<p><u>EXPERIENCE OF THE BIDDER</u></p> <p>From the projects provided in M1, the Bidder should demonstrate its expertise and capability in organizing and delivering cultural events in both Canada and internationally</p> <p>For both project examples, the Bidder should provide a short narrative that describes how and why the two projects align with or are comparable to what is requested in the SOW.</p> <p>60 Pts per project (points indicated are for each project)</p> <p>The Bidder must use the project examples provided in M1. For each of the projects submitted, the bidder should include the following information:</p> <ul style="list-style-type: none"> a) The Bidder must have been responsible for the hiring, coordination and management of all aspects and elements of artistic talent and/or performers to provide entertainment during the project; (15 pts) b) The Bidder must have been responsible for the adherence to all applicable laws and regulations as well as obtaining all applicable rights and releases to deliver all aspects of the project; (15 pts) c) The Bidder must have been responsible for coordinating and reporting on all the project management elements of the project such as Time Planning, Scheduling and Control, Estimating and Cost Planning, and Risk Management, throughout the project. (15 pts) <p>For both projects, the Bidder should provide project details that include: 15pts</p> <ul style="list-style-type: none"> 1. Project name, location and a detailed description of the scope of the project (including the target audience and size of audience); 2. Project timeframe: Start date and completion dates (from-to dates month/year); 3. Size in dollar value and resources of the project; 4. Where the scope of work included coordination of international shipping of artists' equipment, clearances, and handling, identify experience acquired in relation to these elements 5. Overview of quality assurance and quality control process performed by the Bidder and any contingency planning and delivery; 6. A statement on the key tasks carried out, including a detailed description of the Bidder's responsibilities in terms of: <ul style="list-style-type: none"> a. design 	120	



	<ul style="list-style-type: none"> b. production c. management of the showcase or event d. set-up + dismantling or event installation and tear down/wrap up 		
R2	<p><u>EXPERIENCE OF PERSONNEL</u> Key personnel include: 40 Pts per person</p> <ul style="list-style-type: none"> • Project Coordinator • Artistic Director <p>For each key personnel, the Bidder must demonstrate using the one project he has provided in M2:</p> <ul style="list-style-type: none"> • how, when and where the experience was acquired and what was the actual role of the proposed key personnel; 15pts • how the proposed personnel language capabilities, and training will enable them to deliver the requirements stated in the SOW ; and 10pts • a detailed description of how the proposed personnel possess the necessary relevant experience and expertise needed to meet the requirements of their roles . 15pts 	80	
R3	<p><u>APPROACH AND METHODOLOGY AS PER THE SOW</u></p> <p>The Bidder should outline the overall approach and methodology that the Bidder plans to take to execute the cultural celebrations for National Day/Canada Week as per the SOW.</p> <p>The Bidder should provide details that include:</p> <ol style="list-style-type: none"> 1. The Bidder's proposed methodology to select and contract a diverse array of caliber Canadian talent for the acts and performances at Expo 2020 according to the requirements set out in the SOW; 2. How the Bidder will manage the hiring and coordination of the proposed artists, all technical and production personnel and artistic management staff; 3. The Bidder's proposed methodology to showcase diverse artistic disciplines, cultures, languages, regional and territorial representation, and inclusive gender representation; 4. The Bidder's proposed methodology to showcase Indigenous artists and talent; 5. How the Bidder will take into account Canada's themes and objectives at Expo 2020 (see section A 2.1.2 of the SOW); 6. How the Bidder will take into account the services set out in the SOW (see section B 1.0 of the SOW); 7. How the Bidder will take into account the phases of work set out in the SOW (see section Part E of the SOW); 	10 pts each for total of 90	



	<p>8. How the Bidder will take into account the responsibilities and management described in the SOW (see section C 1.0, C 1.1, C 1.2, and C 1.3 of the SOW);</p> <p>9. How the Bidder will take into account the international scope and context of the project;</p>		
R4	<p><u>RISK MANAGEMENT APPROACH</u></p> <p>The Bidder must demonstrate how they and their team will manage and mitigate risks, challenges and issues (including in the context of the impacts of COVID 19 pandemic and other unforeseen circumstances) to ensure continued delivery against objectives and consistent quality control during the: Planning Phase, Operations Phase, and Close Out Phase of the project.</p> <p>The Bidder should provide details that include:</p> <ol style="list-style-type: none"> 1. A feasible preliminary identification of risks and risk responses; 15pts 2. A preliminary risk management/contingency plan; 25pts 3. A preliminary plan demonstrating how the Bidder plans to work with the Expo Organizer, with GAC and with the artists to manage risk, challenges and issues. 10pts 	50	
R5	<p><u>PROJECT MANAGEMENT</u></p> <p>The Bidder must propose a project management approach and plan that provides flexibility and considers the needs specified in the SOW, and include how the team will be organized and managed, as well as lines of communication, responsibilities and accountability.</p> <p>The Bidder should provide details that include:</p> <ol style="list-style-type: none"> 1. A team’s organization chart with all proposed personnel and sub-contractors, as appropriate; 2. A description of roles and responsibilities of personnel; 3. A description that demonstrates the Bidder’s ability to successfully design and implement Canada’s National Day and Canada Week Cultural Celebrations at Expo through effective planning; 4. A description of the Bidder’s project management services in areas of time allocation and management, cost management, and scheduling; and, 5. Development of a preliminary project schedule that includes all phases of the work, including but not limited to: <ul style="list-style-type: none"> ○ key milestones, key deliverables and activities ○ critical path scenarios 	<p>10 pts each for total of</p> <p>50</p>	



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2018-06-21);
3. Statement of Work (Annex A);



4. Basis of Payment (Annex B);
5. the Contractor's bid dated **INSERT DATE**, as clarified on **INSERT DATE**, as amended on **INSERT DATE**.

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION.

5.3.1 Canada's Representative.

Canada's Representative for this Contract is:

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Department of Foreign Affairs, Trade and Development

Directorate: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

E-mail address: [Click here to enter text.](#)

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

5.3.2 Project Authority.

The Project Authority for this Contract is:

Name:

Title: [Click here to enter text.](#)

Department of Foreign Affairs, Trade and Development

Directorate: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

E-mail address: [Click here to enter text.](#)

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the 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 Canada's Representative.

5.3.3 Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

5.3.5 Contractor's Representative.

The Contractor's Representative is:

Name: [Click here to enter text.](#)
Title: [Click here to enter text.](#)
Company: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
Telephone: [Click here to enter text.](#)
E-mail address: [Click here to enter text.](#)

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

5.3.6 Amendment.

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment.

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 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.

5.5 GENERAL CONDITIONS.

2035 (2020-05-28), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT.

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS.

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

5.8 NUMBER AND GENDER.

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.



5.9 POWERS OF CANADA / STATE IMMUNITY.

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE.

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY.

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY.

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS.

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.



5.14 SURVIVAL.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work.

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

5.15.2 Period of the Contract.

The period of the Contract is from **INSERT START DATE** to **INSERT END DATE** inclusive.

5.15.3 Independent Contractor.

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.4 Conduct.

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.15.5 Assigned Individuals.

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.6 Resources.

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.15.7 Replacements.

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 5.15.5. The fact that Canada does not order that a replacement stop



performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.8 Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Ontario.

5.15.9 Inspection and Acceptance.

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.15.10 Security Requirements

Contractors and all staff members requiring access to the premises of the Global Affairs office and / or the various secure sites might have to first obtain an accreditation. These individuals might be required to submit personal information on an appropriate accreditation website provided to them.

Her Majesty has the right to establish security clearance requirements in her sole discretion. These requirements may include the requirement to complete a personal history form, to provide fingerprints and to be subject to an ad hoc investigation.

5.15.11 Green Procurement

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

5.15.11.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

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

5.16.1 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.



5.17 PAYMENT TERMS

5.17.1 Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.17.2 Limitation of Expenditure.

5.17.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.

5.17.2.2 No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- two (2) months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

5.17.2.3 If the notification is for inadequate contract funds, the Contractor must provide to Canada's Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.17.3.0 Method of Payment – Milestone Payments – Firm Price.

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and 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.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.



5.17.3.1 Schedule of Milestones

The proposed payment schedule is subject to negotiation with the Successful Bidder. The table below is set-up only as an example.

Milestones	Description	Percentage of Firm Price	Due Date
1	Signature of the contract	12.5%	August-September 2021
2	Approval of the final artistic concept for Canada’s National Day/Canada Week at Expo (to be forwarded to the Expo Organizer)	45%	6-8 weeks after signing of contract
3	Delivery of National Day/Canada Week	30%	February 2022
4	Submit final report as well as a complete financial accounting	12.5%	March 2022

5.17.3 Audit.

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

5.17.4 Invoicing Instruction.

5.17.4.1 The Contractor must ensure that each invoice it provides to Canada

- a. is submitted in the Contractor’s name;
- b. is submitted each month do so for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor’s output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.17.4.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.17.5 Discrepancies.

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of *2035 (2020-05-28) General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.



5.17.6 Termination Payments.

If a termination for convenience notice is given pursuant to section 30 of 2035 (2020-05-28) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.17.7 Remittance to appropriate tax authority.

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.18 SUSPENSION AND INFRACTION.

5.18.1 Suspension of the Work.

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.18.2 Infraction.

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 5.20.

5.19 INSURANCE TERMS.

5.19.1 Insurance at Discretion of Contractor.

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.20 GOVERNANCE AND ETHICS.

5.20.1 Conflict of Interest and Values and Ethics Codes for the Public Service.

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.20.2 Incapacity to Contract with the Government.

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or



- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Canadian Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

5.20.3 Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.21 DISPUTE RESOLUTION.

5.21.1 Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.



ANNEX A – STATEMENT OF WORK

Canada’s National Day and ‘Canada Week’ Cultural Celebration

PART A – PROJECT OVERVIEW

A 1.0 INTRODUCTION

Global Affairs Canada (GAC) is soliciting proposals from qualified organizations, firms or individuals leading a team of professionals (hereafter referred to as the Contractor) to conceive and produce the National Day and “Canada Week” Cultural Celebration component of Canada’s participation at Expo 2020 Dubai which runs from October 1, 2021 to March 31, 2022.

This RFP is an exciting opportunity for the Contractor to shape and deliver Canada’s cultural celebrations for Canada’s National Day on January 28, 2022 as well as complementary cultural programming and performances in the days leading up to and following Canada’s National Day (hereafter referred to as Canada Week). These cultural celebrations form part of GAC’s plans to create a comprehensive cultural program to complement the Canada Pavilion and its visitor experience. The overall cultural program generally and the National Day/Canada Week celebrations specifically will serve to showcase Canada’s cultural diversity and to support Canada’s cultural diplomacy and creative economy in a highly competitive international environment.

The successful Contractor will have significant experience and combined expertise in Canadian and international event production, artistic direction, and project management, and must be able to assume all aspects of project delivery, including research, concept development, artistic direction and curation, technical direction, project coordination, on-site management, pre- and post-production management, shipping, transportation and other tasks associated with the presentation of robust cultural celebrations that showcase the excellence, diversity, originality and relevance of Canada’s arts and culture to an international audience.

A1.1 Background and Context

On October 1, 2021 – after a one-year postponement due to COVID-19 -- Dubai will welcome the first world Expo hosted in the Middle East, North Africa and South Asia (MENASA) region. Over 200 participants (including 192 countries) are expected, in addition to international organisations, global companies and non-governmental organizations. The Expo site is situated in a geographic region with a collective population of nearly 3 billion people and a combined GDP of more than 7.4 trillion USD.

The Expo 2020 Dubai theme, *Connecting Minds, Creating the Future*, and its subthemes *Opportunity, Mobility, and Sustainability* are the guiding axis through which the Expo Organizer and international participants will organize their programming to engage international visitors, both physically and virtually.

Despite the one-year postponement due to the COVID 19 pandemic, Expo 2020 Dubai organizers are committed to staging a highly successful event that will attract 25 million visits over the course of the six-month event. This will provide Canada a unique platform to deepen relations with the UAE, diversify international markets, promote new opportunities for Canadian companies, attract foreign investment, support international education, promote Canadian innovation and increase support for Canadian initiatives.

Canada has participated successfully in international expositions since their inception in 1851, including Expo 2005 Aichi, Japan, and Expo 2010 Shanghai, China, and was host to two expos: in Montréal in 1967 and Vancouver in 1986.

Canada’s approach to Expo 2020 Dubai is inspired by its commitment to embracing diversity, inclusion and gender equality as the foundation to building a prosperous and inclusive nation. This core thematic will permeate



throughout Canada's participation.

Global Affairs Canada (GAC), on behalf of the Government of Canada, has the mandate to plan, coordinate and implement Canada's participation in Expo 2020 Dubai.

A 2.0 CANADA AT EXPO 2020 Dubai

A 2.1 Objectives for Canada at Expo 2020 Dubai

A 2.1.1 Canada's General Objectives

Canada's overarching objectives for participation at Expo 2020 are to:

- Diversify its international markets;
- Attract foreign investment;
- Promote Canadian innovation, tourism and education;
- Garner support for Canadian initiatives, values and priorities on the world stage (such as social responsibility and its leadership in promoting gender equality);
- Increase awareness and knowledge of Canada's culture;
- Deepen its relationship with the UAE and other countries in the region.

Canada's participation at Expo 2020 Dubai will convey Canada as a leader, innovator and collaborator capable of offering solutions to global challenges; a leader in climate action and sustainable economies; and an ideal place for business, investment, education, tourism and immigration.

A 2.1.2 Overview of Canada's Participation

The Expo 2020 Dubai theme is "Connecting Minds, Creating the Future"; the three subthemes are Opportunity, Mobility and Sustainability. Inspired by the Expo thematic framework, Canada's theme is "the Future in Mind".

Canada's participation at Expo 2020 Dubai will consist of the following main components:

1. Canada Pavilion

The flagship component of Canada's participation is the Canada Pavilion whose architecture, location and multipurpose design will offer visitors and guests a vibrant experience.

In terms of location, the Canada Pavilion is strategically located (see the following for further detail; <https://www.expo2020dubai.com/> and <https://expo2020.canada.ca/>) half way between the Mobility and Sustainability thematic pavilions, adjacent to the South Park sector.

The [Canada Pavilion](#) consists of three main areas:

- the public presentation and visitor experience;
- the business centre and multipurpose VIP Salon; and
- the administrative and support areas.



The public presentation and visitor experience comprises the following elements:

- i) TRACES, an outdoor exhibit developed by the National Film Board, that raise awareness of climate change, global warming and the disappearance of species,
- ii) An interactive five-minute light beam exhibit with music and a video which also serves to move 150 visitors at a time through the Public Presentation, and
- iii) A five-minute immersive 360-degree feature showcasing Canada as an ideal place for business, investment, education, tourism and immigration.
- iv) Musically, the experience is accompanied by a score developed by a Juno-nominated and internationally respected Indigenous cellist and composer.
- v) Outdoor spaces will be optimized to allow for staging of activities and hosting of guests to complement the Pavilion experience.
- vi) A web-based 'virtual pavilion' will complement the visitor experience and extend the reach of Canada's participation beyond the physical Expo site.

2. Canada's Commercial program

Canada will leverage its participation at Expo 2020 to diversify Canadian trade and investment in the region. A strategic commercial program with key provincial, territorial and private sector stakeholders will prioritize the promotion of trade and investment, with a view to increase business opportunities for Canadian companies and to bolster the potential for increased investment to Canada from global partners.

Commercial initiatives, led by the Consulate General of Canada in Dubai with support from the Trade Commissioner Service (TCS), will be structured around the largest regional events in the UAE representing Canada's business interests in the region, and around Expo Theme Weeks. Canada's foreign direct investment agency, Invest in Canada, will also have a prominent presence in the Canada Pavilion as a key partner.

3. Complementary Programming

Expo 2020 Dubai presents a global venue for public diplomacy and an exceptional six-month platform to promote Canadian interests and values while deepening our relations with the UAE and the broader region.

Expo 2020 Dubai organizers are planning six months of activities structured around various themes and coinciding with important international events like trade shows, congresses and international summits. Canada's participation will align with the thematic programming established by Expo organizers and major events that anchor the UAE's trade show and events calendar beyond the Expo site.

Canada will also seek to collaborate with Expo Organizers and with partner pavilions on initiatives of mutual interest such as the Global Indigenous Summit being led by New Zealand during Tolerance and Inclusivity week and celebrations of francophonie heritage as led by France in March.

4. Cultural Program

A robust cultural programme will showcase a diverse spectrum of Canada's artistic and cultural talent, including performances by Canadian artists over the course of the six-month expo. With the dual objective of cultural



diplomacy and market development, the aim of the Program is to bolster Canada's international reputation, image and influence while positioning its arts and cultural sector as an attractive export.

A 2.1.3 Objectives and outcomes of Canada's Cultural Programme

The cultural programme is intended to support the overarching objectives and themes of the Canada Pavilion and, more specifically will serve to:

- Showcase the depth and diversity of Canada's talent;
- Promote Canada's vibrant creative economy and Canada's world-class arts sector as an attractive cultural export
- Be a vehicle for diplomacy and represent Canadian values and strengths (Cultural Diplomacy);
- Support creative collaborations to enhance Pavilion complementary programs and Expo thematic weeks of relevance to Canada.

Canada's Cultural Program will aim to deliver a program with the following outcomes:

- Entertain visitors and contribute to a positive Pavilion experience
- Increase awareness of the diversity and talent of Canada's creative arts sector
- Celebrate the richness of Indigenous arts and culture
- Increase Canada's visibility on the Expo 2020 grounds and attract visitors to the Canada Pavilion and Canadian programmed venues;
- Help foster Canadian cultural connections with the UAE and broader region

5. "Canada Week" and Canada's National Day

A highlight for each participating international pavilion is the National Day which is a combined ceremonial and celebratory spotlight on each country. Expo Organizers have selected Friday, January 28th, 2022 for Canada's National Day celebrations. To maximize the presence of Canadian artists who will be performing at the National Day festivities, GAC is proposing a week-long celebration and commemoration of Canada's cultural diversity in the days leading up to and following the National Day.

In addition to the objectives outlined above for Canada's Cultural Program, the Canada Week and National Day programme will seek to deliver:

- Enhanced visibility and profile for Canada's participation at Expo with local, Canadian and international media
- Expanded reach to Canadian and global audiences through virtual and hybrid engagement
- A spotlight on both emerging and established artists who have resonance and potential in the UAE and greater MENA market and the capability to draw interest and audience from a broad spectrum/key target clientele



PART B – CREATION AND DELIVERY OF Canada’s Cultural celebrations for National Day and Canada Week

B 1.0 Overview

An integral part of Canada’s overall Cultural Program, Canada’s Cultural Celebrations for National Day and Canada Week will consist of expertly curated cultural and artistic presentations and performances that represent a broad spectrum of Canada’s cultural offerings from across the country.

Specifically, the programming focus will be to:

- engage and promote professional Canadian artists with a national or international profile, including emerging artists who are primed for international recognition and market readiness, especially in the MENA region;
- prioritize performing arts; however, multidisciplinary, interdisciplinary, digital and other content can also be featured, with a special focus on artistic interventions that are interactive, participatory and collaborative;
- ensure a strong representation of Indigenous artists,;
- ensure a diverse and balanced representation of cultures, languages, regions, generations, genders and other characteristics of Canada’s pluralism;
- ensure a robust and dynamic programming mix of both stand-alone Canada cultural presentations and collaborations with Expo organizers, partner pavilions and other Canadian partners;
- maximize the presentation days across multiple locations on the Expo site during the week-long event period (subject to availability of venues and as determined with the Expo Organizer); and,
- develop creative contingencies and consider digital access, including virtual and ‘hybrid’ (live and virtual/digital) performance components to expand the reach to a broad spectrum of audiences.

A programmatic highlight (and the key deliverable for the Contractor) of the Canada Week will be to present the cultural components of a full-day event on January 28, 2022, *Canada’s National Day*. This day will be the highlight of a week of activities (“Canada Week”) and serve as a key conduit /spotlight to showcase Canada’s distinct cultures, heritages and communities as well as its inclusivity and innovative spirit.

The day’s program will include a *Canada National Day* VIP ceremony that will take place at the Al Wasl Plaza along with a procession that is offered to all national day participants (See Annex document). All cultural aspects of this ceremonial celebration will be the responsibility of the Contractor in close coordination with both the Canada Expo team and the Expo Organizers.

It is expected that Canada’s national day will be capped off by an evening cultural extravaganza with cultural performances in the days leading up to and following the National Day as part of Canada Week programming.

All programming must be approved by the Project Authority and must be coordinated closely with Expo organizers for all venue, technical, logistical and promotional requirements.

The Contractor will be required to focus on engaging and promoting renowned-Canadian artists and creators, including emerging artists that are primed for international recognition, are export ready and would like to develop a market in the MENA region. A strong representation of Indigenous artists is mandatory.

The Cultural celebrations for National Day and Canada Week must feature the best Canada has to offer and, therefore, selected artists will have proven themselves in Canada and are considered professionals in the industry. As well, the Contractor must ensure that the proposed artists reflect Canada’s cultural diversity while maintaining a linguistic and geographic balance and a fair gender representation.

Proposed artists should be considered to have potential to resonate with the Expo visiting audience and have potential for success in the UAE and regional markets. The Contractor must consider local customs and cultural norms when



proposing artists and acts.

B 2.0 CULTURAL PROGRAM GENERAL REQUIREMENTS /GUIDELINES

The Contractor is responsible for procuring and presenting a diverse array of caliber Canadian performers, acts and performances for National Day and across the Expo site over the course of the week-long event.

B 2.1 Expo 2020 Sites and Venue Services

There is a wide variety of event and performance spaces throughout the Expo site that can accommodate 100 to 2,500 visitors. Canada's Cultural Celebrations for Canada Week will take place throughout the various Expo venues to showcase Canada's artistic talent to a wider audience and attract visitors to the Canadian Pavilion. Broadcast, digital and virtual access will be optimized to extend the reach of Canada's cultural celebrations to a wider global audience.

All Expo 2020 Dubai public venues are available for reservation on a first-come-first served basis by participating countries or their designated contractors. Venues in the "Public Realm" are free to use and are equipped with the in-house packages. The Contractor will be responsible for all venue reservation and coordination of all logistics and technical aspects related to staging of cultural events and performances. (See Annexed document). Certain aspects of the National Day have designated venues and have been reserved in advance by Organizers.

Located directly beside and behind the Canada pavilion is the largest outdoor stage on the Expo grounds, the Jubilee Stage. It is expected that this stage will attract a large number of visitors, bringing high traffic into the vicinity. A wide range of performing arts and other events ranging from opera, films, dance to poetry readings will be staged at this venue. As part of Canada's Cultural Celebrations, the Contractor is expected to utilize this stage and leverage the proximity to the Canada pavilion to host Canadian acts for National Day/Canada Week (pending availability).

The Al Wasal Venue will host all National/Honour Day ceremonies including Canada's National Day Program on January 28, 2022. It is also a prestigious site available to Participants for bespoke music of all genres.

In addition to the Expo venues, smaller scale cultural 'happenings' and more intimate performances could be staged at the Canada Pavilion to serve to 'animate' and enhance commercial and complementary programming and activities. These mini-showcase performances and meet-and-greet artist encounters could also serve to promote larger Expo stage performances and attract visitors to the Canada pavilion. Close coordination is essential between the Contractor and the Canada Expo 2020 team to align schedules and ensure complementarity.

Canadian cultural programming and promotional opportunities may be available off the Expo site and will be coordinated closely with the Contractor and the Project Authority to determine feasibility.

B 2.2 Equipment, A/V, Multimedia Equipment and Personnel Staff Requirements

The Contractor must:

- Supply and install all supplementary equipment required by performing artists that does not form part of the standard packages of equipment associated with each venue that the Expo Organizer is managing on the Expo site;
- Ensure that production equipment selection and technical design are 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;



- Provide all necessary personnel staff, equipment, heavy equipment and technicians required to install, operate, maintain and dismantle the scenic, audio, lighting and video production equipment for the Cultural program;
- Provide all inventories necessary to maintain the proper functioning of devices sensitive to atmospheric conditions;
- Ensure close coordination with Canada Pavilion staff and Expo Organizers on all technical, equipment and logistics aspects.

PART C – project administration

C 1.0 Contractor's Roles and Responsibilities

The roles and responsibilities outlined in this section of the SOW identify the minimum requirements required during all phases and stages of the project by the Contractor and the key personnel forming part of the Contractor's team.

The Contractor is responsible for the development and delivery of Canada's National Day and Canada Week Cultural celebrations at Expo 2020 Dubai, including but not limited to:

- a) Under the direction of the Project Authority, must create, develop and submit artistic concepts, programming plans and contingency plans that are to be activated on January 28th, 2022 and over the duration of Canada Week in the days leading up to and following National Day.
- a) Collect and respond to or follow-up on inquiries by artists interested in participating in Canada's National Day/ Canada Week Cultural Celebration at Expo 2020 provided by the Project Authority.
- b) In its consultation with the Project Authority, take into consideration other cultural activities that are planned in conjunction with Canada's participation at Expo 2020 Dubai (e.g. local and regional literary, film and music festivals and creative economy and design conferences and cultural summits, etc.) that do not form part of this contract but may need to be considered in terms of venue coordination, creative collaboration or other aspects.
- c) If applicable, work with Canadian organizations and councils who are involved in the arts and culture sector, such as, but not limited to, the National Arts Centre, Canada Council for the Arts, the National Film Board, Telefilm, etc to ensure a diverse Canadian artistic representation and optimize any parallel opportunities for virtual and physical presentations.
- d) Co-ordinate with the Project Authority all contacts with provincial, territorial and federal government officials, when required.
- e) Secure all contractual arrangements, payment, broadcast rights, insurance, indemnities, visas, copyrights and sub-contractual agreements with all the agreed to and selected artists.
- f) Coordinate and work with the Expo Organizer and the Project Authority during the Planning Phase and the Operations Phase, to:
 - a. Book all venues that Canada will require for National Day and during Canada Week at Expo;
 - b. Manage all technical requirements such as lighting, audio-visual, staging etc. including those not provided by the Host venues;
 - c. Manage all logistics, site access and other related administrative duties.
- g) All costs associated with selected artists will be the responsibility of the Contractor. The Contractor must arrange and pay for all artists' expenses, including, but not limited to:



- a. fees in Canada and/or the UAE and associated expenses
 - b. travel and accommodation
 - c. insurance
 - d. production crews and costs related to technical requirements or equipment rentals
 - e. any expenses associated with union clearances and/or working visas
 - f. accreditation forms and provide any other forms requested by the Expo Organizer pertaining to the artists and the production crew
- h) Develop a Contingency Plan that anticipates continued travel restrictions or other limitations due to COVID 19 or other unforeseen circumstances that might prevent live performances and compromise the delivery of robust cultural celebrations at the Expo site.
- i) Provide an initial plan on engagement with Expo Organizer to begin to secure sites and/or identify alternates if venues are already booked by other countries or for other events.
- j) No later than eight (8) weeks prior to any artists' performance at Expo 2020 Dubai, ensure artist's contract is in place.
- k) Ensure the availability of artists for rehearsals prior to performances, as appropriate.
- l) Ensure that all contracts and offers must contain all permissions, licences or other rights required for the Cultural Program visibility and for promotion (worldwide broadcast rights, music clearance for public use and broadcast transmission and image clearance/copyrights, etc.).
- m) Prepare, organize, coordinate, and distribute the various production documents required for the National Day/Canada Week Cultural Celebration to the Project Authority, 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.
- n) Hire all artists, including Emcees and guest presenters. 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). The Project authority has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada.
- o) 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.
- p) Hire all technical and production personnel and artistic management staff (i.e. stage director, choreographer, stage managers, and technicians).
- q) Liaise with all stakeholders to ensure all pertinent information is shared between the Project Authority, sub – contractors, suppliers, and any other parties, as required.
- r) Ensure that Canadians living in the UAE and recruited to work under the resulting contract are legal to work in the UAE given that they will be governed in accordance with local and national UAE regulations.

C 1.1 Project Coordinator

1. Is responsible for the coordination, delivery and quality of all work performed by the Contractor.



2. Must be the prime contact for the Contractor's team and the GAC Project Authority, the Contracting Authority and the Expo Organizer.
3. Is responsible for coordinating and reporting on all the project management elements of the project such as Time Planning, Scheduling and Control, Estimating and Cost Planning, and Risk Management, throughout the project.
4. Is responsible for establishing and maintaining and communicating a clear workplan throughout the project with all stakeholders. The Project Coordinator must ensure that communications are maintained for all major areas of the project, with particular attention to the Project Authority, the Expo Organizer (as required) and all artists that will participate in Canada's Cultural Program.

C 1.2 Artistic Director

As the key member of the Contractor's team to have primary creative responsibility for the National Day and Canada Week cultural celebrations, it is the Artistic Director's role to ensure that Canada's themes and objectives for Expo 2020 Dubai are considered in the preparation and the development of the artistic concept.

As the creative lead for the Contractor, it is the Artistic Director's role to:

1. Conceive, develop, and implement the artistic vision and focus
2. Set and oversee the scheduled artistic production.
3. Recommend and secure staff, artists, performers, and supporting personnel.
4. Manage the artistic component/portion of the overall project budget.

The Artistic Director reports to the Project Coordinator, and may be asked to report directly to the Project Authority.

C 1.3 Personnel On Site During Operations Phase

The Contractor must take full responsibility for the execution and management of the development and implementation of Canada's Cultural Celebrations for National Day and Canada Week at Expo 2020.

The Contractor must ensure that they have sufficient and skilled personnel provided on site in Dubai to meet all requirements of the project. It is up to the Contractor to determine the appropriate personnel that must be on site during the periods when Canada's Cultural Celebrations are being implemented at Expo.

Within the prescribed parameters as set by the Expo Organizers, the Contractor will manage, in Dubai, all technical and logistical requirements of artists performing in the context of Canada's Cultural Celebrations at Expo 2020 Dubai.

The on-site presence of the Contractor's team and personnel must in no way interfere with or hinder the progress or operations of the other companies or workers in adjacent areas or other locations of the subject event.

The Contractor must provide a document outlining the roles and responsibilities of all members proposed as part of their team, which may include the following – but is not limited to:

- Producer
- Artistic Producer
- Rights Clearance / Artist Union Liaison
- Project Manager
- Production Manager
- Technical Director
- Artistic Management Team



- Artistic/Stage Director/Scenographer
- Stage Management Team
- Creative Team
- Choreographer
- Set Designer
- Lighting Designer
- Video Designer
- Sound Designer

C 2.0 Global Affairs Canada (GAC)

GAC is the Project Authority for this RFP.

The Project Authority or their delegate is the key GAC resource for information relating to the coordination of the Cultural aspects of National Day and Canada Week during its lifecycle. The Project Authority is responsible for granting approval of the concepts and artists proposed by the Contractor.

The Project Authority will:

- a) Provide the Contractor with all relevant information required to fulfill its responsibilities of designing, planning, delivering, and managing Canada's Cultural Celebrations for National Day and Canada Week at Expo 2020 Dubai;
- b) Provide direction to the Contractor on the approach and desirable content of the Cultural Celebrations for National Day and Canada Week;
- c) Provide a touchdown space and Wifi for the Contractor at the Canada Pavilion in Dubai;
- d) Respond to inquiries sent by the Contractor to GAC;
- e) Facilitate introductions to and liaison with GAC's local cultural team in the UAE;
- f) Assist with the coordination of any meetings with GAC, and Expo 2020 Dubai cultural/venue contacts. The Project Authority must be copied or informed of any communication with the Expo Organizer;
- g) Provide translation of any text and/or narrative required for public performances;
- h) Be available for consultation throughout the span of this project;
- i) Approve the artistic concept including theme (s) and the artist roster;
- j) Provide final approval for the repertoire options as well as other programming elements to be incorporated, and work with the Contractor on the Cultural Program execution;
- k) Approve the detailed budget forecast; and
- l) Approve scripts, as required.

C 3.0 SCHEDULE INFORMATION

The schedule will vary to some degree, based on the nature of the artistic concept for the Cultural Celebrations developed and approved as well as the approach, the regulations of the Expo 2020 and the date of Contract signing; however, the dates of the operational Phase of the project will not change. The Expo opening is on October 1, 2021 and the closing on March 31, 2021 with the designated date of January 28th, 2021 as Canada's National Day.

In addition to the programming plan established at the outset of the project, the Contractor must provide regular Project Schedule updates. The notional/expected timing of these updates would be on a monthly basis, with status dated on the last working day of the month. The Project Schedule update must reflect the following:

- progress of each activity to the date of the report;
- any logistical changes, both historic and planned;
- projections of progress and completion;



- mitigation measures for deviations to plans
- the actual start and finish dates of all activities being monitored;
- current critical path(s) compared with previous months.

Key Timelines and associated deliverables

<u>Timelines *</u>	<u>Deliverables</u>
2 weeks after contract award	Submit draft Artistic Concept (see C.1.0)
3 weeks after contract award	Submit draft of the Risk Management and Contingency Plan (see C 1.0)
4 weeks after contract award	Submit revised artistic concept (see C.1.0)
4 weeks after contract award	Submit detailed work plan /Programming Plan (see D.1.8)
6 weeks after contract award	Submit final artistic concept for Canada’s Cultural Celebrations for National Day (to be forwarded to the Expo Organizer) (see C.1.0)
8 weeks after contract award	Submit an implementation and delivery strategy(see D.1.7)
8 weeks after contract award	Submit final Risk Management and Contingency Plan (see C 1.0.; D.1.6.)
Contract Award through March, 2022	Submit progress reports/monthly project schedule updates
By November 1, 2021	Submit revised programming plan for National Day/Canada Week
November 15, 2021	Submit final plan for National Day/Canada Week
January 28, 2022	Execute successful National Day cultural programme
January 23-February 5, 2022 (tbc)	Deliver cultural components of Canada Week
March 1, 2022	Submit final report of Canada’s Cultural Celebrations at Expo as well as a complete financial accounting (see C.7.5)

* Timelines are estimates and may change following contract award.



C 4.0 COPYRIGHT

The Contractor will ensure that no elements of the National Day/Canada Week Cultural Celebrations will violate any copyright or infringe upon the literary or any other rights whatsoever of any person, firm or corporation. The Contractor will further warrant that no element of the Cultural Celebrations will violate any rule, regulation, law or ordinance, and that the Contractor will obtain all necessary licenses, permissions, consents and clearances and have paid the necessary royalties associated with all elements of the National Day/Canada Week programme. It is understood that obtaining all such licenses, permissions, consents and clearances and payment of such royalties shall be the sole responsibility of the Contractor.

C 5.0 Language Requirements

The Government of Canada is under the obligation to respect the spirit and the letter of the Official Languages Act (Canada). It is therefore imperative that the Contractor ensures that their staff have fluent capability in both official languages (Canadian English and Canadian French). The Contractor will be able to communicate verbally and in writing, in the official language of their choice.

The majority of communications with the Dubai Expo Organizer team will be in English and Arabic. Arabic is not a requirement, however, if there is a need for services in Arabic, the Contractor must demonstrate the ability to make alternative arrangements, as required, to complete the Contract.

Any text and/or narration intended for the public must be in English, French and Arabic.

GAC will be responsible for the translation, verification and cross-referencing of any text and/or narrative for the public. Translations of text and/or narratives that are intended for the public will be reviewed and approved by the Project Authority for quality control and message integrity.

Regular reports (verbal or written) and draft documents can be provided by the Contractor in either French or English. The Final Report is to be provided in both English and French.

C 6.0 MEDIA

The Contractor must ensure that no member of the Contractor's team communicates (verbally or in writing) any project information with any third party without the written consent of the Project Authority. All media inquiries must be directed to the Project Authority.

The Contractor is responsible to secure artist availability for and participation in media and promotional appearances as generated by the Canada Pavilion Media team and Expo hosts, as appropriate.

The Contractor is responsible for securing usage clearance/rights and supplying all promotional material for the artists in suitable formats to be utilized by Canada Pavilion Media Team and Expo hosts as appropriate. This includes, worldwide broadcast transmission rights and photography publishing rights across all platforms (TV, social media, radio) across all territories (worldwide) for the full duration of the performance are included in the contract.

C 7.0 CONSULTATIONS, MEETINGS, PRESENTATIONS, AND STATUS REPORTS

C 7.1 Project Status Meetings

1. The Contractor must organize jointly with the Project Authority regular project status meetings and ensure that all Key Personnel attend as required from contract award, throughout all stages of the project.



2. The Contractor's Project Coordinator and at least one (1) other key member from the Contractor's Team must participate on the project status meetings. The additional key member must be appropriate to the phase and stage of the work.
3. The Contractor must record the issues and decisions at each project status meeting and prepare and distribute meeting minutes within 48 hours of the meeting. Meeting minutes must clearly identify the status, issues, action items and approvals/decisions associated with the project.
4. In addition to the anticipated regular project team meetings, the Project Authority may arrange meetings on an 'as required' basis throughout the project for all members of the Project Team, including but not limited to representatives from GAC and the Contractor's team. The Contractor must attend the meetings and ensure all sub-consultants and specialists attend as required throughout the different project stages.
 - **Planning Phase (From contract award – December 2021):**
 - Project status meetings must occur every two weeks either in person or via teleconference. The purpose of these meetings will be to discuss progress made during the previous two weeks, to trouble- shoot any issues, to ensure deliverables are on track, as well as to review schedule, risk plan and budget allocation and tracking.
 - **Operations Phase (December 2022 – Feb 2022):**
 - Project status meetings must occur weekly in Dubai at the Canada Pavilion (or virtual if travel restrictions limit/prevent in-person, on- site presence). If the Contractor is not in Dubai when a meeting occurs, they may be asked to attend the meeting virtually. The purpose of these meetings will be to confirm that operations are running smoothly and to discuss any operational issues and concerns as well as to review schedule, risk plan and budget allocation and tracking.
 - **Close Out Phase (Feb 2022 – March 2022):**
 - At least one project close-out meeting must occur either in person or via virtual means. The purpose of these meetings will be to discuss the content of the Final Report and any issues or concerns parties may have as well as project schedule to close out and budget and final invoicing items.

C 7.2 Working Sessions

During the planning phase the Project Coordinator and the Artistic Director must be available to attend and/or participate in working sessions with GAC as required.

The Contractor must record the issues and decisions at each working session and prepare and distribute meeting minutes within 48 hours of the meeting.

C 7.3 Meetings with Expo Organizer

Liaising with Expo Organizers on aspects relevant to the National Day/Canada Week Programme is the responsibility of the Contractor, in close coordination with the Project Authority.



The Contractor will be required to attend coordination meetings with the Expo Organizer in Dubai to establish and confirm all necessary working and communication relationships required with the Organizer and 'authorities having jurisdiction' throughout the project as it may relate to the delivery of services for this RFP. It is anticipated that the Project Authority (or designate) will participate in these meetings.

C 7.4 Presentations

The Contractor must deliver at least two (2) presentations (virtually or in-person) to present, among others, the draft concept and final programme plan for Canada's Cultural Celebrations. A presentation of the final report may also be required.

The Contractor's team members participating at the presentations will be determined by the Contractor based on the objectives of each of the presentations and must be approved by the Project Authority.

It is anticipated that both the Project Coordinator and the Artistic Director be present and participate in the presentations during the Planning Phase.

C 7.5 Expo 2020 Final Reporting

The Contractor must document relevant information pertaining to final approvals.

The Expo 2020 Final Report must include a clear articulation of the final project that includes all components of the programme for Canada's National Day and Canada Week at Expo during all Phases of the project as well as a complete financial accounting of contractor and programming costs. Attendance, artist testimonials and other indicators of performance against objectives should also be included along with high-level recommendations on improving Canada's Cultural Program at future Expos.

The Contractor must submit a draft of the Final Report for review by March 1, 2022 revise as required, and submit for final approval by March 30, 2022. A presentation of the Report (in a suitable format) to the Project Authority and other representatives from GAC – either in person or virtually – may be required.

(Final Report must be provide in either French or English.

C 8.0 Travel

All travel and living expenses within Canada and abroad associated with the delivery of services under the Scope of Work must form part of the bid price and must be clearly identified in the overall project schedule and budget. For allowances see <https://www.njc-cnm.gc.ca/directive/d10/en>.

C 9.0 General Submissions, Reviews and Approvals Requirements

It is the Contractor's responsibility to prepare all of the necessary materials for production of the work and submissions requirements from contract award to project completion as outlined in the SOW.

Although acknowledging the Contractor's prerogative in Artistic Direction, the Project Authority has the right to appraise all creative concepts and reject work submitted, as appropriate.

C 9.1 Number of Submissions and Format Required

C 9.1 Submissions Format and Documents Exchange

1. Unless otherwise specified by the Project Authority, or specifically identified in the RFP, the Contractor must provide one (1) electronic copy of the submissions in a readily accessible format to the Project Authority. The Project Authority may request to receive documents in a



format different than the original format provided by the contractor.

2. The Contractor must propose a method to facilitate document exchange between the parties. The Contractor must submit to the Project Authority a proposal, which must detail, notably, the following:
 - bandwidth and protocols to ensure effective transmission and exchange of documents mainly for North-America and in Dubai;
 - methodology for keeping track of document versions as well as up-date methodology;
 - maintenance of the schedule;
 - archiving protocol; and
 - security protocol.

PART D – execution and control of the work

The descriptions set out under each stage of the project have been provided as a guide to the Contractor regarding the minimum requirements for the project. The descriptions are not intended to be exhaustive and, as such, it is the Contractor's responsibility to include any additional information that may be required to ensure the effective and timely delivery of the project requirements.

The stages described below are high level and are intended as a framework for bidders to build upon in detail. Parts of the three (3) stages may, at times, be concurrent or overlap to ensure work packages and deliverables are completed according to schedule requirements.

The Contractor must provide the following Services that may include, but will not be limited to:

- Project Coordinator
- Artistic Director
- Event production services
- Project management, planning and control;
- Estimating and cost planning;
- Risk management;

D 1.0 General Services

D 1.1 Services in Dubai

The UAE Component services detailed in will commence as part of the Operations Phase and until the end of the National Day/Canada Week activities.

The Contractor's services in Dubai also include the handling, in Dubai and on the exposition site (and virtually, as required), of all preparation and execution aspects including, but not limited to: access to the local labour force, handling of permits and approvals, dealing with 'authorities having jurisdiction', customs clearance, shipping and handling, storage and moving.

D 1.2 Services

The Contractor will be required to provide the following services associated with Canada's National Day/Canada Week Cultural Celebrations at Expo. This will include, but is not limited to:



- a. Providing a Project Coordinator to lead the project. Duties will include establishing and overseeing the work and its delivery, scheduling, budget planning, contracting and management of all artists and sub contractors, ensuring that the work respects the overall budget and time limit, etc. The Project Coordinator will be the main liaison with the GAC Project Authority.
- b. Provide and maintain a team whose main priority will be to support the Project Coordinator in the planning, delivery and management of the Cultural Celebrations for National Day/Canada Week at Expo 2020 Dubai within the framework and the guidelines established by Expo 2020 Organizers.
- c. Provide a detailed work plan describing the approach that will be followed to plan and deliver the Project including all elements and deliverables as outlined in the each of the three Phases (see Part E).

D 1.3 Shipping, Storage and Handling

The Contractor's services in Dubai also include the handling, in Dubai and on the exposition site, of all preparation and execution aspects for the Cultural Program and visiting artists.

The Contractor is responsible for the logistics of shipping to the Expo site all artistic equipment (example - musical instruments, staging, costumes, props, etc.) and any other components as needed to deliver the Cultural Celebrations for which it is responsible, and the return shipment of all such components. Shipping includes but is not limited to: packing, crating and crate content lists, transport, customs broker services, related documentation, transport insurance, and temporary storage for crates and containers in transit and at the Expo site.

The Contractor is responsible for all activities and costs for any other shipping, storage and delivery related to the performance of its work.

D 1.4 Installation, Dismantling and Disposal

The Contractor must install, dismantle and dispose of all components that may be required for each activity related to the National Day/Canada Week events, to meet all Expo Organizer requirements and guidelines.

D 1.5 Cost Management

To ensure the delivery of the project occurs within the fixed bid price, the Contractor must provide cost specialist services on an ongoing basis and alert and inform the Project Authority to potential cost overruns, cost savings, and potential cost/quality improvements. When advising of the costs of alternative artists or performers, methods and systems, the Contractor must use all available information to ensure a complete cost picture is available.

The Contractor must advise the Project Authority in a written format, of any changes that could affect cost estimates and breakdowns at the end of each delivery phase. This includes costing implications related to contingency planning in the event of changes to scope or deliverables.

D 1.6 Risk Management and Contingency Planning

The Contractor must provide risk management services from the beginning of the project to the end and must prepare a Risk Management Contingency Plan to be submitted and approved by the Project Authority.

On a continuous basis, the Contractor must advise the Project Authority of any changes that could affect the approved Risk Management Plan and provide an updated plan, when required.

While it is expected that Canada will present a vibrant cultural offering for its National Day and Canada Week, given



the uncertainties related to the COVID-19 pandemic (e.g. travel restrictions, etc.), creative options for virtual and digital accessibility, 'hybrid' cultural presentations and optimizing Canadian cultural performers already in market should be explored and integrated into contingency planning.

D 1.7 Implementation and Delivery Strategy

1. The Contractor must develop a comprehensive delivery strategy for the project that details, in a report or chart, all tasks/activities, milestones, process for implementation, and deliverables for the effective delivery of all phases of the project.
2. Without limiting the generality of the foregoing the Contractor must ensure that the Implementation and Delivery Strategy includes, without being limited to, all or part of the following:
 - Confirmation of talent that will be performing, when and on which venue
 - transportation, shipping, and storage sequencing;
 - communications strategy with Expo 2020 Organizer;
 - reviews, approvals, inspections and testing requirements;
 - operation and maintenance strategy, with reference to personnel requirements, and
 - site access and related logistical considerations
3. The Contractor must identify who is responsible for each task/activity by providing a list of key positions and the individual named to each positions.
4. The Contractor must cross reference each task/activity with tasks/activities identified in the project schedule.
5. The Contractor must submit the implementation and delivery strategy for review, revise as required and resubmit for final approval.

D 1.8 Time Management, Planning and Control

The Contractor must provide a project control system based on network techniques using Critical Path Method (CPM) for planning, scheduling, progress monitoring and reporting of project progress.

The Contractor must provide scheduling services from contract award through to construction completion. The Contractor must provide time planning/scheduling services in accordance with the following general scope and detail specific services.

PART E - PROJECT DELIVERY PHASES

The execution of Canada's Cultural Celebrations for National Day/Canada Week will occur in three distinct Phases. The descriptions set out under each Phase of the project have been provided as a guide to the Contractor regarding the minimum requirements for the project. The descriptions are not intended to be exhaustive. As such, it is the Contractor's responsibility to include any additional information that may be required to ensure the effective and timely delivery of Canada's Cultural Celebrations at Expo 2020 Dubai.

Phase 1: Planning

The Planning Phase will begin from contract award to early December 2021. Within the first weeks of the contract award, the Contractor must meet with the Project Authority to further develop the artistic concepts proposed for Canada's National Day/Canada Week and review all other project requirements followed by further research, planning, program design and submission of the final concept for approval by the Project Authority.



A detailed work plan must also be submitted for approval by the Project Authority no later than four (4) weeks following contract award. The work plan must include, but is not limited to:

- Methodology, approach and rationale to be applied;
- Contractor resources/key contacts (project team, including names, contact info and responsibilities and replacements when not available);
- Resource support requirements from GAC's Expo team and/or the Expo Organizer;
- Risk identification and mitigation strategies document;
- Critical path that includes timelines, milestones, and deliverables for all three phases of the work;
- Budget breakdown and forecasting for the entire project and all major elements in each phase;
- The type of talent that will be included in the program:
 - Proposed artists should be of varied caliber and artistic disciplines and should feature various genres (ranging from classical to contemporary). The work plan should demonstrate cultural diversity; incorporate indigenous programming; establish linguistic and geographic equilibrium, and a fair gender representation.

Phase 2: Operations

The Operations Phase will take place from December 2021 to February 2022 This Phase includes, but is not limited to, preparation and implementation of the National Day and Canada Week cultural celebrations, as approved by the GAC Project Authority.

Phase 3: Close Out

The Close Out Phase will take place from February 2022 to March 2022 This Phase includes, but is not limited to, finalizing all activities that were undertaken during the Planning and Operations Phases and archiving the necessary information that is required as per submission of the Final Report.



ANNEX B – Basis of Payment

PROFESSIONAL SERVICES – FIRM PRICE

Proposal Price breakdown

The Bidder must provide a breakdown of their firm proposal price and indicate, as a minimum, the breakdown identified in Table 1. The following table will be used to rate the proposed budget.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices for each item listed in the table below. Customs duties are included and Applicable Taxes are extra. For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

CATEGORIES OF SERVICE	FIRM PRICE
1) Project Management, Administration and Overhead	\$
2) Artistic (Artists & Performers)	\$
3) Technical	\$
4) Production and Logistics/Development	\$
5) Travel	\$
TOTAL ALL INCLUSIVE COST OF THE EVENT (must not exceed \$1,250,000.00 excluding applicable taxes)	\$

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the allowances specified in The National Joint Council Travel Directives. (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.