



**Canadian International Military Games Corporation – (“CIMGC”)**

**Request for Proposals**

**For**

**Invictus Games Toronto 2017 CIMGC “Invictus Relay and Services Provider”**  
**RFP #22112016**

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## **PART 1.0 – INTRODUCTION**

### **1.1 Invitation**

The Canadian International Military Games Corporation (“**CIMGC**”) has issued this Request for Proposals (“**RFP**”) to provide the services described in Appendix A attached (the “**Services**”).

CIMGC is seeking a vendor of record to create, produce and present the Invictus Relay and all related services. Our goal is to obtain fair value for services while aligning ourselves with a service-oriented, socially responsible firm that best matches our principles and priorities while offering competitive pricing for our supply requirements. The Services must be delivered in the manner as outlined in this RFP and within the proponent’s financial bid. In no event shall a bid exceed the appropriate budgetary parameters set by CIMGC of one million dollars (CDN \$1,000,000).

### **1.2 Type of Contract for Services**

The Proponent selected pursuant to this RFP (the “**Preferred Proponent**”) will have an opportunity to negotiate and conclude an agreement with CIMGC on terms and conditions satisfactory to CIMGC which shall be reflected in an agreement to be executed with CIMGC. The general terms that normally form CIMGC’s agreement are found at **Appendix F – Services Agreement**.

Nothing contained in this RFP or in any of the communications issued pursuant thereto will be deemed to create any obligation on the part of CIMGC, or any legal relationship, or duty with any Proponent, unless and until a written agreement in the form attached as Appendix “F” has been executed.

### **1.3 Background**

The Invictus Games Toronto 2017 (the “**Games**”) will be hosted by Toronto in September 2017. As an opportunity to transform empathy into empowerment, the Games will provide a platform for soldiers and veterans from countries around the world to compete against each other in a variety of sports. The Invictus Games uses this platform to awaken and transform the latent empathy people have for military personnel into programs, events and activities that empower them. Specifically, the Games will:

- Raise awareness of the physical and psychological challenges faced by soldiers, veterans and their families;
- Drive fundraising from major and grassroots donors;
- Inspire volunteerism for programs that serve the ill and injured; and
- Providing environment in which competitors, wounded, ill and/or injured, empower other military personnel who are inspired by their athletic performance.

Competitors will compete in 12 adaptive sports which may include: Jaguar Land Rover (JLR) driving challenge, archery, athletics, indoor rowing, powerlifting, road cycling, sitting volleyball, swimming, wheelchair basketball and wheelchair rugby. Golf will be new to the Games.

The Games will bring to Toronto more than 550 competitors, more than 200 officials and dignitaries, along with military families with more than 1,100 in attendance, from up to 17 nations. The 2017

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Games will be the first to feature a Invictus Relay, igniting the Invictus spirit across all 32 Canadian military bases and neighboring communities. The Games will also help commemorate an important year for Canada, which in 2017 will celebrate its 150th anniversary of Confederation. This will allow Toronto to celebrate this milestone, through the Games, by honouring the men, women and families who have made great sacrifices for their nation.

CIMGC will collaborate with a number of key stakeholders such as its Board of Directors, the Invictus Games Foundation, sponsors, community groups, First Nations and the federal, provincial and municipal governments.

#### 1.4 Procurement principles of CIMGC

We are committed to the principles of open, fair, and transparent purchasing. Our procurement process must drive value. This is a competitive process and in addition to the principles listed above, procuring the right goods or services at the right time for the right price is paramount to the success of CIMGC and the Games. As an independent entity, the Preferred Proponent will select its own subcontractors. It is most critical that these selection processes are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the Services. In subcontracting for the Services, the Preferred Proponent is to:

- (a) Enter into contracts with qualified subcontractors who submit bids that will offer the best value to CIMGC;
- (b) Manage subcontractors and ensure they provide the required Services in a manner consistent with the terms and conditions of this Agreement and achieve timely delivery of quality services;
- (c) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
- (d) Provide for dispute resolution, initiation of subcontract amendments and payments;
- (e) Respond diligently to any enquiries from CIMGC concerning the awarding of subcontracts; and
- (f) Consider the Preferred Proponent's obligations under the Agreement, including value.

**PART 2 – HOW TO RESPOND TO THIS RFP**

**2.1 Timetable**

Proposals must be submitted by December 1<sup>st</sup> (TBD)

The following is the tentative schedule for this RFP:

Posting Date:	November 30 <sup>th</sup> , 2017
Proponents Deadline for Questions:	December 8 <sup>th</sup> , 2017
Proposal Submission:	December 16 <sup>th</sup> , 2017
Proponent Interviews:	December 20 <sup>th</sup> , 2017
Selection of Invictus Relay Partner	Close of Business, December 22 <sup>st</sup> , 2017

This RFP timetable is tentative only and may be changed by CIMGC in its sole discretion at any time prior to the date for Proposal Submission. In the event a change is made to the schedule, CIMGC will notify and communicate such changes to all Proponents.

If necessary, you may amend or withdraw a proposal prior to the date for Proposal Submission. You may do so for any reason.

**2.2 Changes to the RFP**

At any time in the RFP process, whether before or after questions have been submitted, CIMGC may make changes to the RFP which changes will be communicated to you by way of addenda (“**Addenda**”). Addenda will be posted on both the Invictus Games Toronto 2017 website as well as MERX (Merx.com, Canadian Public Tenders). Proponents are deemed to have read and accepted all Addenda before making a final submission. The onus is on Proponents to make any necessary

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amendments to your proposal based on such Addenda.

CIMGC is not liable in the event that a prospective Proponent has not received any or all of the questions and responses communicated by CIMGC in the course of the RFP process. CIMGC, its staff and advisors do not make any representation, warranty or guarantee as to the accuracy of the information contained in the RFP or addenda.

**2.3 Proposals in English**

All proposals are to be in English only. Proposals that are not entirely in the English language may be disqualified.

**2.4 How to submit questions you may have**

For the purpose of this procurement, the CIMGC Contact (the “**CIMGC Contact**”) shall be:

CIMGC Contact:	Frazer Hadwin
E-mail	<a href="mailto:procurement@invictusgames2017.com">procurement@invictusgames2017.com</a>
E-mail Subject	Invictus Relay and Services Provider - RFP#22112016

Upon receipt of this RFP, please examine it carefully and report any errors, omissions or ambiguities.

You may direct questions or seek additional information from the CIMGC Contact by e-mail on or before the Deadline to Submit Questions. All questions will be deemed to be received once the e-mail has entered into the CIMGC Contact’s e-mail inbox. No communications are to be directed to anyone other than CIMGC Contact. CIMGC is under no obligation to provide additional information but may do so at its sole discretion.

**2.5 Inquiries by Proponents – Clarifications**

Proponents are permitted to submit questions or request information during the RFP process. Responses to Proponent clarification questions will be circulated to all Proponents in accordance with the Timetable set out in this RFP.

It is the Proponent’s responsibility to avail itself of any necessary information or due diligence required to prepare a proposal in response to this RFP. Any material flaw, errors, omissions or ambiguities in the RFP must be reported to CIMGC as soon as possible. It is your responsibility to seek clarification from the CIMGC Contact on any matter you consider to be unclear, including but not limited to the



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Services Agreement attached as Appendix F.

If the Proponent believes that its question is of a commercially sensitive or confidential nature relating to the Proponent, it must identify this to CIMGC at the time the question is submitted. If CIMGC disagrees that the question is of a commercially sensitive or confidential nature, it will advise the Proponent and will provide the Proponent an opportunity to proceed with the question or withdraw it. If the Authority agrees that the question is of a commercially sensitive or confidential nature, it will respond directly to the Proponent. It is the Proponent's obligation to seek clarification from CIMGC on any matter it considers to be unclear in relation to this RFP.

## 2.6 How to submit your proposal

We ask that your proposal be submitted in the prescribed manner set out below, (collectively known as the Mandatory Requirements):

- (a) It must be submitted by email to CIMGC Contact. Proposals submitted in any other manner may be disqualified at CIMGC's sole discretion. Proposals must be titled "**Invictus Relay Response\_COMPANY NAME\_DDMMYYYY**".
- (b) It must be submitted in a PDF format. The entire content, with the exception of the "Rate Bid Form", must be in a fixed form (only one attachment), including the content of websites or other external documents.
- (c) Documents you must submit include the following:
  1. **Form of Offer:** This Form is described in Appendix B. In the Form of Offer, you must declare whether or not you have an actual or potential Unfair Advantage or a Conflict of Interest when it comes to supplying the Services. If we determine, in our sole discretion, that you do have an Unfair Advantage or a Conflict of Interest, we will assess whether it is material and CIMGC may disqualify your proposal. The definition of Unfair Advantage or Conflict of Interest is set out on the Form of Offer.

You must sign the Form of Offer before submitting it.

2. **Written Proposal:** This document is inserted at the end of the Form of Offer, where identified in Appendix B. Your Written Proposal must address the rated criteria described in Appendix E (the "**Rated Criteria**").
3. **Rate Bid Form:** This form is described in Appendix C and is to be submitted separate from all other appendices and clearly named "**Invictus Relay Rate Bid Form\_COMPANY NAME\_DDMMYYYY**". Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes but net of HST. The prices quoted must be all-inclusive and must include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law. A proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form – Appendix C, may be disqualified.
4. **Reference Form:** This form is described in Appendix D. Reference checks will be conducted at CIMGC's sole discretion. These reference checks must corroborate the information that was provided in the proposal and the presentation. Furthermore, CIMGC reserves the right to inquire about any aspect of the Proponent, including but not limited to: statements in the proposal or presentation, the Proponent's reliability, quality and support, as well as customer relationship approach.

## **PART 3 – HOW WE WILL EVALUATE YOUR SUBMISSION**

### **3.1 Stages of Proposal Evaluation**

CIMGC will conduct the evaluation of proposals in the following three (3) stages:

- (a) Stage One: In Stage One, we will review all proposals for compliance with Part 2, Section 2.6. Proposals which do not comply with all of the Mandatory Requirements, may be disqualified. Qualified proposals will move on to Stage Two.
- (b) Stage Two: In Stage Two, we will score each qualified proposal on the basis of Rated Criteria. The Rated Criteria are described in Appendix E for your information.
- (c) Stage Three: In Stage Three, CIMGC reserves the right to invite the proponents for an extensive interview and/or presentation at the CIMGC offices in Toronto.

### **3.2 Information Verification**

CIMGC may request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's proposal. Please note that, if the verification or clarification reveals that earlier information provided was inaccurate, incomplete or misleading, CIMGC has the right to either disqualify your submission or adjust its scoring of your proposal.

The Proponent shall provide, to the best of its ability, all information asked for by CIMGC.

### **3.3 Cumulative Score**

At the end of the evaluation process, all scores from all stages will be added and, subject to receipt of satisfactory reference checks, the highest scoring Proponent will be identified and invited to negotiate an agreement with CIMGC. The selected Proponent will be notified in writing or by e-mail at the address indicated in the Form of Offer. *Notice of selection shall not be considered to be a binding agreement with the winning Proponent for the supply of the Service.*

### **3.4 Other considerations used in evaluation**

You agree that CIMGC has the right to incorporate the following elements into its evaluation considerations:

- (a) a financial analysis determining the actual cost of the proposal when considering factors including transition costs arising from the replacement of existing services, practices, methodologies and infrastructure (however originally established);

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(b) information provided by references;

(c) the information provided during the verification or clarification process; and/or

(d) other relevant information that arises during the RFP process.

### **3.5 Invitation to Negotiate – No Contract A**

At the conclusion of the evaluation process, a Preferred Proponent will be invited to negotiate a final agreement with CIMGC.

This RFP is not intended to create and shall not create a formal legally binding process. For greater certainty, and without limitations, this RFP shall not give rise to any “Contract A” tendering law duties or any other legal obligations arising out of any contract. The Proponent, by submitting a proposal, acknowledges that no legal obligation or relationship is created between any Proponent and CIMGC until an agreement has been executed. The Proponent acknowledges that by submitting a proposal, it shall not have any right to make any claims as against CIMGC with respect to the conduct of the RFP process, award of a contract or failure to award a contract, or selection of any or no Proponent.

## **PART 4 – EXECUTING AN AGREEMENT WITH CIMGC**

### **4.1 Form of Agreement**

A summary of key terms and conditions contained in CIMGC's standard Services Agreement is attached as Appendix F. Proponents should identify in their Proposal any terms and conditions that they may have issues with. However, in the interest of maintaining consistency with business and operational matters, CIMGC reserves the right to refuse any changes or revisions to its standard terms and conditions. CIMGC reserves the right to negotiate all aspects of the Form of Agreement with the Preferred Proponent. CIMGC acknowledges the need to add transaction-specific particulars to the Agreement, but reserves the right to make no material changes to the Agreement.

By making a submission pursuant to this RFP, you expressly agree to all of the terms and conditions of the Services Agreement attached to this RFP as Appendix F. By submitting a proposal, you are deemed to confirm that you have prepared your proposal with reference to all of the provisions of the Agreement and that you have factored all such provisions, including the insurance requirements, into your pricing assumptions and calculations and into the proposed costs indicated on the Rate Bid Form – Appendix C.

### **4.2 Executing the Agreement**

Within ten business days (being any weekday that is not a statutory holiday) of being notified by CIMGC that you have been selected as a supplier, you must execute the Agreement and satisfy any applicable conditions. This provision is solely for the benefit of CIMGC and may be waived by it at any time. *Acceptance of your proposal does not constitute an agreement for the supply of the Services. No such agreement shall be deemed to exist unless and until the Agreement is executed by both parties.*

### **4.3 No Guarantee of Volume of Work or Exclusivity of Agreement**

Please note that CIMGC makes no guarantee of the value or volume of work to be assigned to you pursuant to this RFP. The Agreement executed with the Preferred Proponent may not be an exclusive Agreement for the provision of the described Services. While we intend to enter into an Agreement with only one supplier, we reserve the right to enter into other agreements for the supply of the same or other services.

### **4.4 Right to Rescind Agreement**

CIMGC, in addition to any other remedies it may have in law or in equity, shall have the right to revoke its notification that a Proponent has been selected as the Preferred Proponent, cease negotiations with a Proponent, and/or rescind any Agreement entered into with a Proponent if either: (a) CIMGC determines that you made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer; or (b) you fail to sign the Agreement within the specified ten days. If the notification is revoked or the Agreement is rescinded, CIMGC has the right to commence negotiations and execute an Agreement with another Proponent.

### **4.5 Notification to unsuccessful proponents**

Unsuccessful Proponents will be notified of the outcome of the RFP, after the Agreement has been

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executed, by email.

#### 4.6 **Debriefing**

There will be no debriefings.

## **PART 5 – COMMUNICATIONS AND CONFIDENTIALTY**

### 5.1 **Prohibited Communications**

All questions and requests for clarification must be directed to CIMGC's Contact. Do not contact or attempt to contact either:

- (a) an CIMGC director, officer, employee, advisor, expert or representative;
- (b) any other Proponent, prospective or otherwise, or
- (c) a media outlet

with respect to a proposal, the RFP documents, or the RFP process, at any time during the RFP process unless you have the permission of the CIMGC Contact. If a Proponent has undertaken a prohibited communication as set out in this section, CIMGC reserves the right to disqualify the Proponent.

### 5.2 **Confidential Information of CIMGC**

All information provided by or obtained from CIMGC in any form in connection with this RFP is the sole property of CIMGC and must be treated as confidential. You may not use it for any purpose other than to reply to this RFP and perform the Agreement. Do not disclose any information without the permission of CIMGC. You must return any information to CIMGC on request.

### 5.3 **Personal Information**

The Proponent and CIMGC acknowledge and agree that where the Proponent collects, uses or discloses personal information of an individual in the course of commercial activities under this Agreement, the *Personal Information Protection and Electronic Documents Act*, as amended (PIPEDA) may apply to such personal information ("**Personal Information**") and all records created in connection therewith ("**Records**") (as such items are defined in PIPEDA). The Proponent agrees that it shall be responsible for Personal Information under its control and shall designate an individual or individuals who are accountable for its compliance with the following principles:

- (a) the purposes for which personal information is collected shall be identified by the Supplier at or before the time information is collected;
- (b) the knowledge and consent of the individual are required for the collection, use or disclosure of personal information, except where inappropriate as set out in PIPEDA;
- (c) the collection of personal information shall be limited to that which is necessary for the purposes identified by the Supplier and collected by fair and lawful means;

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- (d) Personal Information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law and Personal Information shall be retained only as long as necessary for the fulfillment of those purposes;

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- (e) Personal Information shall be accurate, complete and up-to-date as is necessary for the purposes for which it is to be used;
- (f) Personal Information shall be protected by security safeguards appropriate to the sensitivity of the information;
- (g) Supplier shall make readily available to individuals, specific information about its policies and practices relating to the management of personal information;
- (h) Upon request, an individual shall be informed of the existence, use and disclosure of his or her Personal Information and shall be given access to that information and able to challenge the accuracy and completeness of the information and have it amended as appropriate; and
- (i) an individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the Supplier's compliance.

The provisions of this Article shall survive any termination or expiry of the Agreement.

You agree that CIMGC may publish your name and the name of the successful winner as well as the total price for the Agreement awarded.

### **5.4 Disclosure to Jaguar Land Rover.**

By submitting a proposal to CIMGC pursuant hereto, you acknowledge that Jaguar Land Rover (JLR) is the Presenting Partner of the Games. You expressly agree that CIMGC may release to JLR your name and contact details and that JLR shall have the right to contact you about future business opportunities.

**PART 6 – RIGHTS OF CIMGC WITH RESPECT TO ALL SUBMISSIONS**

a) **No Obligation to Proceed**

This RFP does not commit CIMGC to select a Preferred Proponent(s) or enter into an Agreement and CIMGC reserves the complete right to at any time reject all Proposals, in whole or in part,

b) **Rights of CIMGC**

This procurement process is not intended to create and does not create any formally legally binding contract with any Proponent. No legal relationship or obligation shall be created between any Proponent and CIMGC until the successful conclusion and execution of an Agreement.

Notwithstanding any else contained in this RFP, CIMGC has reserved the following rights (which are in addition to any other rights that CIMGC may have), which it can exercise in its sole discretion, with respect to the submissions it receives:

- i) To waive non-compliance where, in CIMGC's sole and absolute discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all proposals, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. CIMGC will be the sole judge of whether a proposal is accepted or rejected;
- ii) To verify with any Proponent, or with a third party, any information set out in a proposal;
- (c) To check references other than those provided by any Proponent;
- (d) To disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (e) To disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (f) To make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda;
- (g) To select any Proponent other than the Proponent whose proposal reflects the lowest cost to CIMGC or the highest score;
- (h) If a single compliant proposal is received, to reject the proposal of the sole proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent;
- (i) To cancel this RFP process at any stage without award;
- (j) To cancel this RFP process at any stage and issue a new RFP for the same or similar services, or sole source. CIMGC shall not be obligated to provide any reasons for the cancellation;
- (k) Cancel the RFP and directly negotiate an agreement with any Proponent for the Services
- (l) To accept any proposal in whole or in part;
- (m) To reject any or all proposals
- (n) To accept or reject a Proposal if only one Proposal is submitted.
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to CIMGC;
- (p) Negotiate with multiple Proponents and execute the Agreement with more than one Proponent;
- (q) To negotiate with any Proponent whether they have submitted a proposal or not;
- (r) and



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- (s) Reject any or all Proposals in CIMGC's sole discretion if a Proponent has commenced legal proceedings against CIMGC or is engaged in a dispute with CIMGC.

c) **Other Conditions**

1. CIMGC will not meet or contribute to any costs associated with a submission; the Proponent must meet all costs. The Proponent shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with CIMGC, preparing making a presentation, negotiating a contract, and any related travel.
2. The Proponent and its representatives must not, without the prior written approval of CIMGC, make public any statement in relation to this RFP;
3. CIMGC will not enter into any correspondence or discussion with any Proponent relating to any decision made by CIMGC with respect to this RFP; and
4. CIMGC will make the final decision regarding any Proponent or terminate this RFP process at its sole discretion. CIMGC will then advise all Proponents and the Preferred Proponent, if one is chosen, by posting CIMGC's decision on the Games website.
5. There is no obligation to any Proponent to procure any goods or services, nor to award a contract at the conclusion of this process. The lowest cost bid will not necessarily be selected.
6. By submitting a proposal, Proponents acknowledge that this RFP is non-binding.
7. By submitting a proposal, Proponents agree to be bound by the terms of this RFP, and the terms of the proposals they submit.
8. By submitting a proposal, Proponents waive any claim or cause of action that they may have as against CIMGC as a result of the conduct of this RFP process or any resulting contract award.
9. Changes to this RFP will only be effective if issued by CIMGC in writing and distributed to all Proponents.
10. CIMGC does not make any representation, warranty or guarantee as to the accuracy of the information contained in the RFP or in addenda to this RFP.
11. It is the vendor's responsibility to avail itself of any necessary information or due diligence required to prepare a proposal in response to this RFP. Proponents are required to promptly examine all of the documents of this RFP and report any errors, omissions or ambiguities.
12. At any time prior to the proposal submission deadline, vendors may amend or withdraw a submitted proposal. Any amendment should clearly indicate which part of the proposal the amendment is replacing.
13. All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each proposal.
14. Each proposal submitted in response to this RFP becomes the property of CIMGC and will not be returned to the Proponent.
15. This RFP process shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

**PART 7 – GENERAL TERMS AND CONDITIONS THAT APPLY TO THIS RFP AND ANY SUBMISSION YOU MAKE**

**7.1 Accuracy of submission**

In responding to this RFP and submitting the Form of Offer and other documents set out, you expressly promise and agree as follows:

- (a) Your proposal has been arrived at separately and independently, without conspiracy, collusion or fraud; and
- (b) All of the statements made in the Form of Offer and in other documents submitted are true and correct in every respect.

**7.2 Additional Covenants**

You further agree to the following:

- (a) CIMGC makes no promise, representation, warranty or guarantee as to the accuracy of any of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained are estimates only and are for the sole purpose of indicating the general size of the work. It is your exclusive responsibility to avail yourself of all the necessary information to prepare your proposal.
- (b) Even if you are the Preferred Proponent in this RFP process, you will have no rights whatsoever to advertise yourself or to promote yourself as the official supplier to CIMGC or the Games, to claim any official affiliation with CIMGC or the Games; or to use any of the official marks, symbols or nomenclature associated with the Games. Failure to comply with this provision will constitute a breach of this RFP and the Agreement which may lead to the disqualification of your proposal or rescission of the Agreement.
- (c) You will bear all of your own costs of preparing, submitting, presenting and demonstrating your proposal and, if necessary, entering into the Agreement. As well, CIMGC shall not be liable to you for any expenses, costs, losses or any direct or indirect damages incurred or suffered by you or any third party resulting from CIMGC exercising any of its express or implied rights under this RFP.
- (d) All of the provisions of this RFP are deemed to be included in your proposal.
- (e) CIMGC will not return your proposal or any accompanying documentation to you.
- (f) This RFP process will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## APPENDIX A – DESCRIPTION OF SERVICES

### SECTION 1 – CIMGC OVERVIEW

#### 1.1 The CIMGC Mission, Vision and Key Messages

CIMGC's goal is to not only stage excellent Games that meet the needs of the competitors, the Invictus Games Foundation, sponsors, broadcasters, media and spectators (both live and via television/webcast), but in doing so, provide a strong message for average Canadians and the rest of the world to know more about and acknowledge, the sacrifice of soldiers, veterans and their families.

In order to achieve these objectives, CIMGC has established distinctive vision, mission and brand definitions to guide each aspect of the development and delivery of the Games. Consistency of messaging, unified themes and collaboration between the various in-house and out-of-house creators will permit CIMGC to take advantage of the enormous opportunity for synergy that exists between the Games' Ceremonies, Invictus Relay, medals, Games Look components, communications and marketing materials and many other creative projects.

The Organizing Committee's objective is that the Games tell a coherent story supported by integrated themes and consistent messages, and communicated in one voice. This strategy depends on a harmonized and unified approach to the Games key creative presentations. The Invictus Relay will be CIMGC's opportunity to engage key partners and communities across the country.

The following vision, mission and brand essence definitions articulate CIMGC's distinctive guiding principles that serve as the foundation for all of its creative endeavors.

#### ***Mission***

- *To transform empathy into empowerment*

#### ***Vision***

- *Raise awareness of the physical and psychological challenges faced by soldiers, veterans and their families*
- *Drive fundraising from major and grassroots donors*
- *Inspire volunteerism for programs that serve the ill and injured*
- *Providing environment in which competitors, both able-bodied and injured, empower other military personnel who are inspired by their athletic performance*

The CIMGC brand is drawn from its vision and mission, and embodies key words that identify emotions people should feel about or during the Games.

#### ***Brand Positioning Statement***

*The Games will activate the latent empathy for the wounded, ill and sick military members, their families and veterans to engage corporations, Canadians and governments in the unique challenges of military service (including families) to solicit long-term donations, and encourage volunteerism and advocacy.*

## **SECTION 2 - CIMGC INVICTUS RELAY BACKGROUND AND ELEMENTS**

CIMGC is seeking a vendor of record to create, produce and present the Invictus Relay. Our goal is to obtain fair value for services while aligning ourselves with a service-oriented, socially responsible firm that best matches our principles and priorities while offering competitive pricing for our supply requirements. The Services must be delivered in the manner as outlined in this RFP and within the proponent's financial bid. In no event shall a bid exceed the appropriate budgetary parameters set by CIMGC of one million dollars (CDN \$1,000,000).

This section is an overview which illustrates some underlying factors affecting the Invictus Relay scope.

### **2.1 Invictus Relay Stakeholders**

The list of stakeholders below is not meant to be an exhaustive list. The Invictus Relay will have a number of individuals, Partners, CIMGC Sponsors, companies and/or organizations who have a vested interest in the success of the CIMGC Invictus Relay.

- CIMGC – Canadian International Military Games Corporation;
- Two Invictus Relay presenting partners: Jaguar Land Rover & Loblaw (President's Choice)
- Media Partners: Bell Media, Toronto Star;
- BT/A (CIMGC's marketing and advertising agency);
- Government Partners;
- Invictus Relay activation sponsors; to be established and agreed upon at execution of any agreement;
- Canadian Armed Forces (CAF) members, veterans, and bases
- Surrounding communities around CAF bases
- CIMGC staff and volunteers; and,
- Torch/Flagbearers.

### **2.2 The Opportunity for Engagement**

The Invictus Relay will ignite the nation with Invictus spirit leading up to the Games. The list below is an overview of the opportunities for engagement the Invictus Relay includes in its scope:

- Capture the awareness, excitement, and interest in the Games through an engaging and public ceremony of the Games;
- Engaging stakeholders to highlight their involvement and support of the Games;
- Shine a spotlight on the sacrifices and needs of military families;
- Provide a memorable and special experience for Invictus torch/flagbearers, families, and friends; and,
- Leverage the opportunity to sell tickets, merchandise and provide chance for sponsors to engage the public

### **2.3 Who does CIMGC have the opportunity to engage?**

- Primary opportunity for engagement: The primary group whom the Invictus Relay has the objective to engage is the public. This includes the people who live in Canada, but especially the communities to which the Invictus Relay visit on its route. The key public engagement audience will be members of the Canadian Armed Forces, Military families, and veterans.
- Secondary opportunity for engagement: The second most important group the Invictus Relay has the objective to engage are its stakeholders. The stakeholders include but may not be

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limited to: CIMGC – Canadian International Military Games Corporation, Media Partners: Bell Media, Toronto Star, BT/A (CIMGC’s marketing and advertising agency), Funding Parties (Government of Canada, Government of Ontario, and City of Toronto), Sponsors; Presenting Partner: Jaguar Land Rover, premier partners, and all other sponsors, CIMGC staff and volunteers; and, Invictus Relay torch/flagbearers.

- Another opportunity for engagement exists worldwide, with overseas lighting and raising awareness for the 17 nations participating in the Invictus Games Toronto 2017.

### **2.4 CIMGC Objectives**

CIMGC has established that there is strong interest in the Games and the cause of military families, and an opportunity to promote knowledge of, and further interest in the CIMGC Games. The following are a number of objectives the Invictus Relay has to ignite the Invictus spirit:

- The hope is to encourage the following attitudes and behaviours in the general public: curiosity, interest, excitement, purpose, and have a shared vision with CIMGC.
- Also, the ability for the general public to relate to the CIMGC Games and identify with the various programs is an important objective of the Invictus Relay tour.
- Provide opportunity for Canadians to engage, volunteer and contribute to the Games and the cause.

### **2.5 Barriers to Success**

There may be some barriers which CIMGC has recognized in developing the scope for the Invictus Relay. These are speculation only, and by no means are indicative of the success of the event.

- While the Invictus Games in general are experiencing unprecedented awareness leading up to the third iteration in Toronto, awareness of the location and dates of the 2017 Games decreases the further one travels from Toronto;
- Limited civilian participation opportunities;
- Limited budgets;
- Position as a unique and outstanding event in 2017 and 150<sup>th</sup> year for Canada.

### **2.6 Measurement of Invictus Games Toronto 2017 Invictus Relay’s Success**

Several factors have been identified by CIMGC that will be used in order to measure the success of the Invictus Relay, these include but are not limited to:

- The Invictus Relay is embraced by public and the communities in and around the Invictus Relay stops;
- The Invictus Relay events garner strong media reports and impressions;
- The Invictus Relay provides strong sponsor activation opportunities;
- The Invictus Relay remains on budget; and,
- The Invictus Relay increases consumer awareness, engagement and conversion in the Games.

## **SECTION 3 – SCOPE AND SERVICES**

Proponents are asked to submit a CIMGC Invictus Relay Project Plan not exceeding 40 pages single-sided. This project plan should include the elements below in detail including how the proponent will structure and manage the Invictus Relay.

### **3.1 Objectives**

Proponent to outline how their plan will accomplish the objectives of the Invictus Relay. These objectives should reflect the CIMGC values and the importance of placing emphasis on the Invictus Relay participant’s experience.

## CIMGC Invictus Relay & Services Provider

The objectives for the Invictus Relay on which this Project Plan and the accompanying budget shall be based upon include the following:

- Promote the Invictus Games Toronto 2017 and increase awareness and excitement for the Games;
- Visit and engage at least 32 designated Canadian Armed Forces bases across Canada and their personnel;
- Activate the Invictus Relay at the national level and promote the Invictus Games across the major cities of Canada
- Ensure that surrounding Invictus communities, Sponsors and Partners are provided the opportunity to engage in and participate in the Invictus Relay;
- Provide local communities with an extended timeframe with which to celebrate the passing of the flame and extend flame visits to small groups within the community in as much as scheduling will allow;
- Provide exposure opportunity for presenting sponsors and signature sponsors;
- Encourage ticket sales, donations, and participation in the Invictus Games Toronto 2017;
- Community-focused Invictus Relay where CIMGC is responsible for bringing the Invictus flame and/or flag while communities host the celebrations;
- Conduct a cost effective Invictus Relay, minimizing budget impact and support from external groups while achieving maximum impact.

### **3.2 Scope and Route – Project Plan**

The development of a scope and route suitable for the Invictus Relay is an iterative process and will have many drafts before the final Project Plan is settled. The purpose of the Project Plan is to provide a scope and route that meets the objectives of the Invictus Relay, is operationally achievable, and can be achieved within the draft budget parameters of CIMGC. The scope and route is then developed over time to meet operating restrictions, budget restrictions and political and other factors.

#### **3.2.1 35 Day Invictus Relay**

The Invictus Relay is based on the following general scope principles.

- A total of 35 Invictus Relay operating days (from 75<sup>th</sup> anniversary of the Battle of Dieppe on August 19<sup>th</sup> to the opening ceremonies on September 23<sup>rd</sup>)
- The Invictus Relay route will be divided into Eastern Canada, Western Canada, and Northern Canada/Southern Ontario routes. Route may be activated simultaneously and therefore more than one transportable flame may be required.
- Visit all Canadian Forces Bases across Canada (approximately 32)
- Visit at least 1 Canadian Legion per day
- Visit up to 10 JLR dealerships
- Visit up to 10 Loblaw retail locations
- CIMGC will arrange for, and oversee overseas airfare and travel to, remote destinations exclusive of the budget
- There will be multiple relays in operation
- Utilize VIA Rail VIK for Western Canada Invictus Relay route
- Utilize JLR VIK for Maritimes, Quebec and Ontario Invictus Relay route
- Visit and hold photo opps and significant Canadian and military landmarks
- Visit community celebrations with major events during the Invictus Relay time period
- A total of up to 1,000 Invictus torch/flagbearers.

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**Proposed Schedule and Stops**

**INVICTUS RELAY LEGS**

Note: Route and dates are subject to change

\* Pick up JLR vehicles at local dealer

Western Route				North and Ontario Route			Eastern Route				
#	CFB/City	Mode	Date	#	CFB/City	Mode	Date	#	CFB/City	Mode	Date
1	Vancouver, BC	Via Train*	Aug. 21	13	Petawawa, ON	Auto	Sept. 3	25	St. John's, NF	AC Plane*	Aug 19
2	Comox, BC	Auto	A. 22	14	North Bay, ON	Auto	S. 4	26	Gander, NF	CFB Plane	A. 20
3	Victoria, BC	Auto	A. 22	15	Borden, ON	Auto	S. 5	27	Goose Bay, NF	CFB Plane	A. 21
4	Cold Lake AB	Auto	A. 24	16	Meaford, ON	Auto	S. 6	28	Shearwater, NS	Auto	A. 25
5	Edmonton, AB	Via Train*	A. 25	17	London, ON Guelph, ON	Auto	S. 7	28	Halifax, NS	Auto	A. 26
6	Wainwright, AB	Auto	A. 26	18	Kingston, ON	Auto	S. 9	29	Aldershot, NS	Auto	A. 27
7	Calgary, AB	Auto	A. 27	19	Trenton, ON	Auto	S. 10	31	Greenwood, NS	Auto	A. 27
8	Suffield, AB	Auto	A. 28	20	Alert, NU	CFB Plane	S. 11	32	Charlottetown, PEI	Auto	A. 29
9	Saskatoon, SK	Via Train*	A. 31	21	Whitehorse, Yukon	AC Plane	S. 13	33	Gagetown, NB	Auto	A. 30
10	Moose Jaw, SK	Auto	Sept. 1	22	Yellowknife, NWT	AC Plane	S. 14	34	Bagotville, QC	Auto	A. 31
11	Winnipeg, MB	Train*	S. 6	23	Ottawa, ON	Auto	S. 15-17	35	Quebec City	Auto	Sept 1
12	Shilo, MB	Auto	S. 7	24	Toronto, ON	Auto	S. 18-23	36	Montreal, QC	Auto	S. 2

**INVICTUS RELAY CALENDAR**

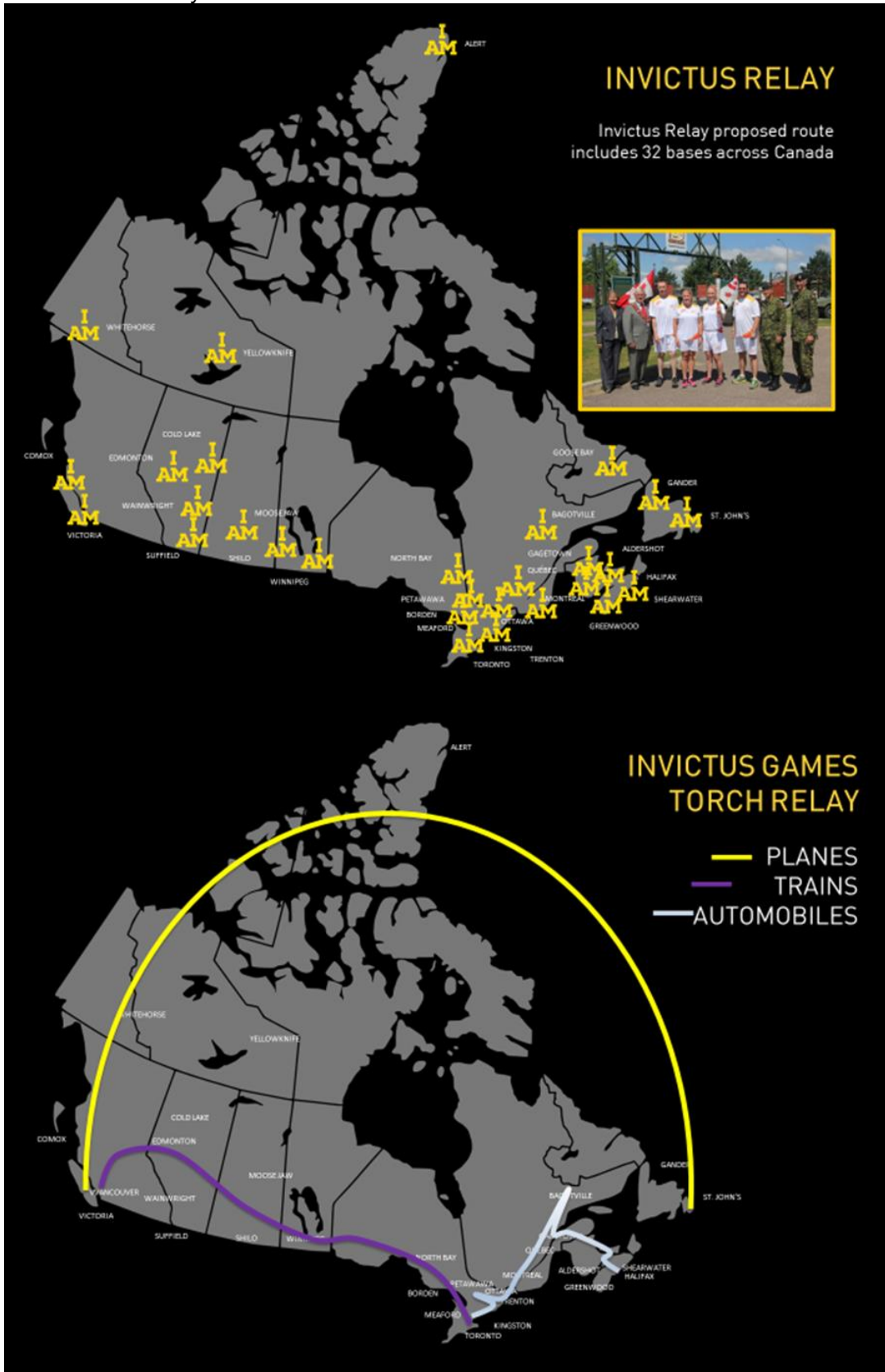
Note: Route and dates are subject to change

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						Aug 19 St. Johns, NF
20 Gander, NF	21 Goose Bay, NF Vancouver, BC	22 Comox, BC Victoria, BC	23	24 Cold Lake, AB	25 Shearwater, NS Edmonton, AB	26 Halifax, NS Wainwright, AB
27 Aldershot, NS Greenwood, NS Calgary, AB	28 Suffield, AB	29 Charlottetown, PEI	30 Gagetown, NB	31 Bagotville, QC Saskatoon, SK	Sept 1 Quebec City Moose Jaw, SK	2 Montreal, QC
3 Petawawa, ON	4 North Bay, ON	5 Borden, ON	6 Winnipeg, MB Meaford, ON	7 Shilo, MB London, ON Guelph, ON	8 Guelph, ON	9 Kingston, ON
10 Trenton, ON	11 Alert, NU	12	13 Whitehorse, YUKON	14 Yellowknife, NWT	15 Ottawa, ON	16 Ottawa, ON
17 Ottawa, ON am Toronto, ON pm	18 Toronto, ON	19 Toronto, ON	20 Toronto, ON	21 Toronto, ON	22 Toronto, ON	23 Toronto, ON
24						

West Flame

East Flame

North and Ontario Route



### 3.2.2 Daily Operation Overview



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The Invictus Relay will not rely on movement of the flame towards the opening ceremony by on-street running by torchbearers. The flame will be predominantly moved by vehicle. The Invictus Flag will be an integral part of the Invictus Relay and will accompany a symbolic flame. The flag and flame will move from one Canadian Forces base, Legion branch, or community as a 'flag and flame celebration' to another supported by a small convoy of vehicles. There will be greater emphasis on celebrations in more locations than on the flame running along the streets with torchbearers. These celebrations may be five minute stops to one hour stops where an 'owner' of the celebration will host and publicize an event to bring groups (large and small) together. There may be 10 or more such events on any one day of the Invictus Relay.

This daily pattern of operation has been selected for the following reasons.

- To provide greater flexibility in having the flag and flame at events and places of significance on key dates throughout the Invictus Relay period to help maximize spectator exposure and media coverage.
- To enable the flag and flame to visit as many individual communities as possible throughout their journey
- Typical celebration will include a series of torchbearers and the arrival of the official Invictus Flag and the raising of an Invictus Flag replica at the celebration site.
- To provide more focal points for celebration of the flag and flame and bring communities and people together in central locations for a longer interaction with the flag and flame and to learn more about the Invictus Games and its messages.
- To enable more stops to take place at bases, legions, and historical landmarks to highlight their significance and commemorate the military in Canada
- To minimize the impact on traffic, transport arrangements, and reduce the burden on the support required from provincial and local police resources to close roads, patrol streets etc.
- To make it easier and cost effective to promote the Invictus Relay. Each celebration will have an owner responsible for promotion and a natural 'community' encouraged to attend. Promoting the street locations and times of a Invictus Relay during a traditional running phase requires greater resources and media coverage.

### Sample Schedule of Daily Stop

Time	Event	Location	# of torchbearers
9am	Lantern ceremony, torch lighting	School, Day camp, Legion Hall	5
10am	Lantern Visit	Hospital, Cenotaph	2
11am	Torch Run	Main street	4
Noon	Cauldron Event and flag raising	Legion	2
1pm	Torch Run and flag raising	Canadian Forces Base	4
2pm	Torch Run and flag raising	Public Park, Main Street	5
3pm	Lantern Visit, Invictus pass	Landmark, Cenotaph	2
4pm	Lantern Visit, torch pass	Loblaw/JLR Sponsor Stop	2

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5pm	Cauldron Event and flag raising	City Hall/Celebration site	4
		Total	30

It is planned that the Torch Relay will be broken into 3 concurrent teams:

- The Eastern Canada route will be covered with a team of up to 18 people using a fleet of up to 9 Jaguar and Land Rover SUV's and a media truck driving from Halifax to Toronto stopping at major cities and bases in Nova Scotia, PEI, New Brunswick, Quebec, and Ontario.
- The Western Canada route will be covered with a team of up to 6 people using value in kind train fares from Toronto to Vancouver on VIA Rail. This Western team will arrive in Vancouver, Edmonton, Saskatoon, and Winnipeg where they will utilize 3 JLR vehicles from local dealers and drive to bases and cities. The VIA Rail train will bring the team to the next city and finally back to Toronto.
- Northern cities and bases will be covered by a team of 4 people flying on Air Canada and CAF flights.

Currently, JLR Vehicles for the Western segment will be obtained through dealerships in:

- 1) Vancouver
- 2) Edmonton
- 3) Saskatoon
- 4) Winnipeg

The Invictus Relay will stop at JLR dealers in:

- 1) Toronto
- 2) Ottawa
- 3) Montreal
- 4) Quebec City
- 5) Halifax
- 6) St. John's

### 3.2.3 Staffing Plan

The staffing plan is directly related to the overall scope of the Invictus Relay and to the proposed timeline as staffing levels must be put in place to meet the Invictus Relay timeline. Each submission should include a staffing plan which outlines:

- The Invictus Relay organization structure;
- Each staff job title and job description;
- Provisional staff listing; and,
- Timeline of staff hiring and termination.

### 3.2.4 Vehicle Plan

The submission should include a vehicle plan with outlined details of the vehicle requirements for the Invictus Relay operations. This will include:

- Number, type, and function of each vehicle within the convoy and support vehicles;
- Matching the vehicle plan to the staffing plan to ensure all staff and vehicles are accounted for and match the operating requirements.

Jaguar Land Rover will provide up to nine vehicles for the Invictus Relay convoy during the Eastern

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 Canada, Quebec and Ontario segments. Jaguar Land Rover local dealers to partially provide vehicles for Western Canada segments.

**3.2.5 Relay Overnight Plan**

The submission should include a Invictus Relay overnight (RON) plan with outlined details of the travel, accommodations and meals on the road for the Invictus Relay staff.

**3.2.6 Security and Plan**

Proponents should include a security plan that includes considerations around:

- Route Management and Development – working with local, regional, provincial and federal (including Military Police when required) on route development to ensure safe and timely movement of flame/flag bearers including any required vehicles.
- Crowd Management – maintenance of public order, crowd safety and clear and safe passage of the flame/flag bearers.
- Intelligence and Risk Assessment – A risk assessment plan that includes intelligence input from CIMGC and other agencies prior to and during the execution of the Invictus Relay.
- Incident Response – Plan for incident response and reporting internally as well as to CIMGC and associated partners.

**3.3 Services and Support Provided by CIMGC Functions**

The CIMGC Special Project Team will oversee and integrate all CIMGC internal functional area activities with the successful proponent’s project plan. There are a number of functional areas that may provide services to, and/ or require consultation in the delivery of the Invictus Relay. The CIMGC Special Projects team will coordinate all internal relationships and requests for the Invictus Relay.

- Marketing and Sponsorship – Identification of Invictus Relay sponsors, inclusion of Invictus Relay needs from Games sponsor agreements and negotiation of Invictus Relay agreements.
- Communications, Look – Development of Invictus Relay theme and messaging, Invictus Relay logo and other look elements, internet site and other communications materials.
- Media – Handling of media enquires pre-Invictus Relay; provision of media relations staff for Invictus Relay operations.
- Legal – Oversight of all agreements with third parties supplied through the CIMGC Special Projects Team.
- Technology – Supply of up to 15 mobile phones to be returned, in working order, to CIMGC Technology prior to the start of the opening ceremonies on September 23<sup>rd</sup> 2017.

The services to be supplied by these areas and the timeline for their delivery can be incorporated as part of the overall Project Plan.

The Invictus Relay relies on the goods and services provided by other CIMGC functional areas. This table summarizes the assumptions regarding the contribution of other functional areas. (Note: The names of the functions may be different to those used by CIMGC).

<b>Games FA</b>	<b>Service Requirement</b>
Brand Activation Look of the Games	All Invictus Relay design requirements including logo, Invictus Games Toronto 2017, uniform and vehicle graphics etc. Assistance with procurement, production and installation of graphics. Note that the cost of production of the look elements is in the Invictus Relay budget.

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Communications	Assistance in the conduct of pre-Invictus Relay promotional events and PR Provision of a Pre-Invictus Relay media relations services Media relations assistance to Invictus Relay media team during high demand media events Management of head office media relations during the Invictus Relay All internet and other digital media content and applications
Stakeholder Relations	Governance and relationships with military bases and personnel Support in contact, negotiation and agreement with government agencies for Invictus Relay services including requirements of overseas tour
Communications	Any translation or interpreter services required for French
Legal	Copies of all Invictus Relay agreements completed by successful proponent will be reviewed by CIMGC legal function upon request All agreements will be provided to the Special Project and Activation Team for review prior to signing
Marketing	Signing of Invictus Relay sponsorship contracts Management of Invictus Relay related approvals Management of sponsor relationships Management of Invictus Relay licensing arrangements Gift/premium items for communities
Technology	Supply of up to 15 mobile phones that must be returned to IG2017 prior to the start of the Opening Ceremonies on September 23 <sup>rd</sup> 2017.
Fleet Services	Use of all JLR vehicles will comply with the stipulations to be provided by JLR including the need for secure and monitored overnight parking Proponents may be given access to any rate agreements with rental suppliers if arranged in consultation with fleet services.

#### 3.3.1 Services and Support Provided by CIMGC Functions to Invictus Relay Proponent

CIMGC is organized into four divisions comprising 19 functions. The Invictus Relay proponent will be required to interface with many of these functions, some of which will also provide support in the form of goods and services to the Invictus Relay proponent. Key areas of services and support provided to the Torch Relay proponent by CIMGC functions will be detailed 45 days after an agreement is executed and based on the Project Plan. General services provided by each function are as follows:

**ACR** – Accreditation: Appropriate accreditation for access to in-venue and specific spaces on venue as required for the opening ceremonies.

**BRD** – Brand/Marketing: Brand and “Look-of-the-Games” design and promotion.

**CMM** - Communications and Media Relations: Press releases and media support.

**COR** – Corporate Administration: Financial review and payment.

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**EXP** – External Partnerships: Manage government stakeholders.

**PRO** – Dignitaries both civilian and military who are involved with the Invictus Relay will be managed by the representative of IG2017 under the direction of our Protocol & External Partnerships Team. Protocol and External Partnerships will be kept informed of all VIPs or dignitaries planned involvement in any celebrations or ceremonies.

**SPN** - Sponsorship: Sponsor recognition.

**SPP** – Special Projects: Mascot integration and management of Invictus Relay RFP

**TEC** – Technology: Up to 15 mobile phones. Telephones must be returned to TEC, in working order, prior to the opening ceremonies for redistribution.

**VEM** – Venue Management: Lead on Venue Operational Planning if required applicable only to venues located in Toronto within which we are hosting the Games

### **3.4 Governance**

The Invictus Relay Provider will be accountable to CIMGC through the Chief Marketing Officer. The two principal members of the Organizing Committee with whom the Invictus Relay Vendor will interface are:

Chief Marketing Officer – Steve Wallace

Senior Manager, Special Projects – Frazer Hadwin

## **Section 4 – CIMGC Invictus Relay Budget and Finance Process**

### **4.1 Budget Support**

Submissions should include as detailed a budget as possible with identified contingencies. Budget planning can be made with the following assumptions.

- Canadian travel and remote travel will be provided by CIMGC games partners;
- Use of Jaguar / Land Rover vehicles will be arranged and provided by CIMGC;
- Arrangements for overseas ceremonies will be led by CIMGC Special Projects Functional Area with input and guidance from other internal departments, and in conjunction with the successful proponent;
- The cost and arrangement of overseas travel for CIMGC personnel and parties shall fall to CIMGC.
- Any overseas advance travel required by the successful proponent will be the responsibility of the successful proponent and should be accounted for in the overall budget.
- Overseas travel may include up to 4 stops on the European continent and one stop in the UK. Consideration should be given to necessity for planning trips as well as operations trips.

At this stage in the planning, and based on internal research and planning, the following budget breakdown may be used as a guideline. The proponent may add or remove budget categories as best represents the Project Plan that they choose to deliver.

- Management Fee – Management Fee may include a bonus structure based on a competitive bid.
- Staffing – to include both planning and operations phase
- Overseas Flame Lighting – Advance planning and operations including flights and

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accommodations for up to 2 members of the successful proponents team

- Technology – Technology needs unique to providing relay operations.
- Logistics and Transport – Non-partner supplied support vehicles, fuel and required maintenance.
- Travel and Accommodations – Non-partner supplied travel and accommodation expenses including hotel, per-diems, pre-relay travel.
- Torchbearers – Uniforms for torch bearers and staff, daily needs including water or refreshments required during their relay day.
- Flags, Troches and Stands – 70 torches, 2 celebration cauldrons and associated stands and equipment.
- Stages, banners, and equipment – A/V, banners and staging as needed and planned in advance.

Your bid shall be based on the assumptions identified in Section 3 – Scope and Services.

## SECTION 5 - SELECTION PROCESS

### 5.1 CIMGC Invictus Relay and Services Provider Selection Process

CIMGC's Torch Relay Provider selection process has been designed to identify and engage an organization, including the related senior team to lead the planning, logistics and delivery of the Invictus Games Relay to be executed nationally beginning with the creation of the flame on August 16<sup>th</sup> and concluding at the Opening Ceremonies on September 23<sup>rd</sup>.

The process includes the following steps:

- a) Stage One – Compliance Check: All proposals submitted at, or before the stated deadline in Part 2, Section 2.1 will be reviewed for compliance with Part 2, Section 2.6. Proposals that do not comply with the Mandatory Requirements, may be disqualified. Qualified Proposals will move on to Stage Two.
- b) Stage Two – RFP Response Scoring: CIMGC will score each qualified proposal on the basis of the Rated Criteria. The Rated Criteria are described below and listed in Appendix E for your information.
- c) Stage Three – Interview and Presentations: CIMGC will contact proponents who successfully score a minimum of **75 points** in Stage Two to attend an interview and/or presentation to clarify their proposal and/or respond to any questions. Presentations will be held on Dec 20<sup>th</sup> at the Invictus Toronto Offices between 8:00 am and 3:00 pm. Proponents will be asked to make a short formal presentation to the CIMGC Invictus Relay selection committee. The formal presentation should be no longer than 40 minutes in duration, and can include video or other visual elements.

### 5.2 Step One – Compliance Check and RFP Response Scoring

The first step of the Invictus Relay provider selection process will review proposals to determine which ones comply with Part 2.6 –Stage One proposal which requires each proponent to prepare a written response to following specific questions and to submit the response to CIMGC for review:

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- Define how proponent proposes to work with CIMGC, and the community, to create signature inspirational moments while executing the Invictus Relay;
- Provide an overview of its proposed Invictus Relay team;
- A month over month breakdown of key milestones that will guide their team through the planning process;
- Discuss measures it would take to ensure local and regional media awareness in advance of and during Invictus Relay stops and activations;
- Describe how it will work with CIMGC and local Invictus Relay communities and partners to deliver commemorations or celebrations around the arrival, visit and departure of the relay;
- In the Rate Bid Form, provide a fee for the execution of the Invictus Relay as well as an overview of the financial systems and processes it will establish to develop, disburse and monitor the Invictus Relay budget and control/track expenses.

### 5.3 Stage Two – RFP Response Scoring

Stage Two responses will be based on the criteria set out in Appendix E – Rated Criteria and more particularly set out below:

#### Invictus Relay Operations Plan – 20 pts

Each bid must include a process to create a detailed Invictus Relay Operations Plan that will explain how the proponent will deliver the Invictus Relay to up to 32 CAF bases and surrounding communities within 35 days. Proponents may make the following assumptions;

1. The Invictus Relay will be delivered in up to two concurrent legs, Eastern Canada and Western Canada. The Southern Ontario leg will begin at the end of one of these legs
2. Domestic travel, including flight discounts and rail tickets will be provided by Invictus Games Partners within regularly scheduled routes.
3. Travel to remote CAF locations that are not reachable via regularly scheduled domestic travel will be arranged by CIMGC and its partners.

While the final operations plan will be an iterative process undertaken between CIMGC and the successful proponent, the submitted relay operations plan should demonstrate an understanding of the requirements of planning a national execution. These may include, but are not limited to;

- 5pts - Staffing;
  - Roles – number of roles and personnel required in each phase (discovery, planning and execution) of the Invictus Relay
  - Organizational Chart – detail on how these roles will function to deliver the Invictus Relay in all phases
- 5 pts - Planning; Outline the operational planning process and key steps that will be followed to create a sensible and operations plan. This should include:
  - Scheduling; Exhibit knowledge of VIA schedules and frequency between major hubs
  - High-Level Understanding of required vehicle travel distance between cities/towns that would act as Invictus Relay Hubs and CAF bases
- 5 pts - Execution;
  - Vehicle Plan - Number of sponsor and support vehicles required for each route and logistics of support vehicle movement (i.e. rent at hub or travel ahead)
  - Relay Overnight Plan – details of the travel, overnight and meal plan for the staff and management of the flame and equipment

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- List of equipment required to deliver the Invictus Relay this may include, but not be limited to:
  - Number of lanterns required from lighting to opening ceremonies
  - Number of torches required
  - Staging, celebration equipment, banners etc. required on the relay
- 5 pts - Procurement Plan
  - Overview of any existing production or procurement process
  - High-level of any existing supplier relationships that will benefit the Invictus Relay procurement

## **Invictus Relay Implementation Plan – 20 pts**

The Invictus Relay Implementation Plan will build out the operations plan and demonstrate the proponents' understanding of the planning principles, management and delivery of a complex and national project. Items that should be included in the Invictus Relay Implementation Plan should include, but are not limited to;

- 5 pts - Scope of Work; Demonstrated understanding of the scope of work as outlined in this document in **Section 3.2 Scope and Route Project Plan**
- 5 pts - Critical Path and Milestones; Critical path and/or milestone tracker that, when followed will enable the proponent and CIMGC to deliver the Invictus Relay planning to the fixed deadline.
- 5 pts - Communications Plan; A formal structure to ensure that information, reports and issues are resolved in timely fashion.
- 5 pts - Workflow Plan; How the successful proponent will work with the designated CIMGC team to oversee and schedule the planning of Relay components and logistics that must be managed by CIMGC partners and sponsors . This may include:
  - Requests from the CAF
  - Provision of logistic elements from sponsors and partners
  - Communication with the wider Invictus Community – The Invictus Games Toronto 2017 will have a web-based community management system in place upon the execution of an agreement.

## **Experience in Delivering Events and Activations of a Similar Size and Scope – 30 pts**

Demonstrated experience and success in delivering national or multi-stop tours or activations of a similar size. Each proponent should include at least one, but no more than three examples of projects that they have executed that relate to this project. Considerations may include:

- 10 pts – Documented experience executing a national activation or similar relay activity
- 5 pts - Engagement with volunteers and community groups including but not limited to police and “permitting”
- 5 pts - Management of third party stakeholders or partners
- 5 pts - Examples of successful media outreach and awareness of media needs
- 5 pts References provided should be able to support this section

## **Financial Bid and Proposed Payment Schedule – 30 pts**

Proponent provides competitive financial bid. The Services must be delivered as outlined in this RFP and within the proponent's financial bid. In no event shall a bid exceed the appropriate budgetary parameters set by CIMGC of one million dollars (CDN \$1,000,000).



### CIMGC Invictus Relay & Services Provider

- 10 pts - Provide a competitive bid that shall not exceed \$1M and describe the services that will be provided in consideration of the bid
- 5 pts - Describe the specific financial systems that you will establish/utilize to develop, disburse and monitor the CIMGC Invictus Relay budget and control/track expenses and ensure financial accountability. Where, and if possible, provide detailed overview of potential sponsorship opportunities that may include the proponents partnership in the execution or the Invictus Relay or the introduction to sponsors or partners that may provide sponsorship or budget relief.
- 10 pts - Describe the methods you will employ for the procurement of goods, services and talent.
- 5 pts - Financial Risk Management – comment on how the structure and management of the plan will minimize financial risk and ensure budget security and oversight.

### Diversity in Business and Hiring – 6 pts

In all procurement activities, CIMGC is committed to providing opportunities for highly qualified firms that are committed within their supply chains to diversity, which includes:

- (i) a firm that is 51% or more owned, managed and controlled by persons belonging to a group that experiences discrimination or barriers to equal opportunity such as indigenous people, youth, women, LGBTQ+ people, visible minorities/racialized people, newcomers/new immigrants, individuals from all socio-economic and cultural backgrounds and persons with disabilities; or
- (ii) a social purpose firm whose primary goal is to create a social, cultural, or environmental impact where 51% or more of its employees are participating in or have completed transitional employment/training and experience economic disadvantage.

### Stage Three – Proponent Interview and Presentation

CIMGC will contact proponents who successfully score a minimum of **75 points** in Stage Two to attend an interview and/or presentation to clarify their proposal and/or respond to any questions. Presentations will be held on Dec 20<sup>th</sup> at the Invictus Toronto Offices between 8:00 am and 3:00 pm. Proponents will be asked to make a short formal presentation to the CIMGC Invictus Relay selection committee. The formal presentation should be no longer than 40 minutes in duration, and can include video or other visual elements.

Proponent presentations and interviews will be evaluated and scored by the Invictus Relay selection committee according to the following criteria.

#### 5 pts - Proponent Presentation – Credentials and Experience

Has the proponent's presentation clearly demonstrated their ability to deliver the Invictus Relay citing past projects of a similar size?

- Do the proponents credentials and experience demonstrate its capability to execute a national tour and activation fulfilling all the requirements outlined?
- Does the proponent have experience working with, and being sensitive to the needs of a committee of varied stakeholders?
- Does the proponents proposed working relationship with CIMGC appear reasonable and technically, operationally, and financially sound?
- Will CIMGC be able to collaborate with this proponent to achieve its overall objectives and desired outcomes for the Invictus Relay?

## CIMGC Invictus Relay & Services Provider

### 5 pts - Demonstrated Understanding of CIMGC Invictus Relay Scope and Services

Has the proponent's presentation demonstrated an understanding of the goals and objectives and scope of the Invictus Relay?

- Did the proponent demonstrate adequate understanding of the unique technical abilities and solutions involved with a national torch relay?
- Did the proponent deliver a sound working plan for the planning period leading up to the Invictus Relay?
- Do the proponent's plans allow for input from key stakeholders and partners throughout the process?
- Does the proponent's Relay Operations Plan account for all the phases of the relay and present sensible working solutions across all required areas.
- Does the proponent demonstrate an operational understanding of the staff and resources required to execute a national relay?

### 5 pts - Overall Fit with CIMGC

Based on the presentation does the proponent have the right combination of national activation experience, established processes, understanding of collaboration with various stakeholders, ability to work with volunteers, and values. Will this proponent provide the best fit with the CIMGC Invictus Relay planning committee and its stakeholders throughout the planning and execution of the Invictus Relay?

- Do the proposed members of the Proponent's core planning team have experience planning an activation with a national scope?
- Does the proponent have experience working with a variety of government agencies and municipalities?
- Does the proponent have a demonstrated ability to work within the proposed Invictus Relay budget as well as the ability to deliver engaging moments at stops along the route?
- Do the proponent's plans for working with CIMGC appear reasonable as well as being financially and operationally sound?
- Do the proponent's references and past experience demonstrate a positivity and proactive working relationship with past clients?

Proponents submitting ideas or concepts do so on the understanding that any ideas or concepts so submitted become the exclusive property of CIMGC, with a worldwide, unlimited right to CIMGC to make use of such ideas or concepts as CIMGC may see fit without any or further compensation to the party who has submitted them.

**APPENDIX B – FORM OF OFFER**

**1. Proponent Information**

a) The full legal name of the proponent is:

b) Any other relevant name under which the proponent carries on business is:

c) The jurisdiction under which the proponent is governed is:

d) The name, address, telephone, facsimile number and e-mail address of the contact person for the proponent is:

e) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

f) The proponent's registration, business or corporation number:

g) The amount of proponent's general liability insurance coverage is:

h) List the names and titles of your executive team (officers, CEO, CFO,)

**2. Offer**

I have carefully examined the RFP documents and I have a clear and comprehensive knowledge of the deliverables required under the RFP. By submitting this proposal, I agree and consent to the terms, conditions and provisions of the RFP, including the Services Agreement attached as Appendix F, and I offer to provide the Services in accordance therewith at the rates set out in the Rate Bid Form.

**3. Mandatory Forms**

The following mandatory forms are enclosed with this proposal:

<b>MANDATORY FORMS:</b>	<b>Yes</b>	<b>Page</b>
Form of Offer (Appendix B) – with <u>written proposal</u> inserted where noted		
Rate Bid Form - (Appendix C)		
Reference Form - (Appendix D)		

**4. Rates**

I have submitted my rates in accordance with the instructions in the RFP and in the form set out at Appendix C.

**5. Bid Irrevocable**

I agree that this proposal will be irrevocable for 120 days following the Deadline to Submit Proposals.

**6. Unfair Advantage and Conflict of Interest**

I have read the following definition of Unfair Advantage and Conflict of Interest: "**Unfair Advantage**" means in relation to the RFP process, the proponent engages in conduct, directly or indirectly, that may give it an unfair advantage over other proponents, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to CIMGC and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair.

*[NOTE TO PROPONENT: If you foresee a Conflict of Interest of Unfair Advantage, complete section 7 below. Any proponent who does not complete Section 7 is deemed to declare that (1) it had no Unfair Advantage in preparing and submitting its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.]*

**7. Proponent is to complete this section and submit with proposal.**

Declaration of Unfair Advantage or Conflict of interest:

I declare that (check the appropriate box):

There is an actual or potential Unfair Advantage relating to the preparation and submission of this proposal.

I foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If you have declared an actual or potential Unfair Advantage or Conflict of Interest by marking either of the boxes above, please describe it below.

**8. Disclosure of Information**

I hereby consent to the disclosure of information provided in this proposal, even if it is identified as being supplied in confidence, on the terms set out in the RFP. I have identified which information is confidential.

**9. Proof of Insurance**

I agree to provide proof of insurance coverage as required in the Form of Agreement. If selected, I will provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by CIMGC.

**10. Matters incorporated by reference**

I agree that all of the terms and conditions of the RFP are included by reference and I further agree to be bound by the agreement attached as Appendix F– Services Agreement.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of proponent representative

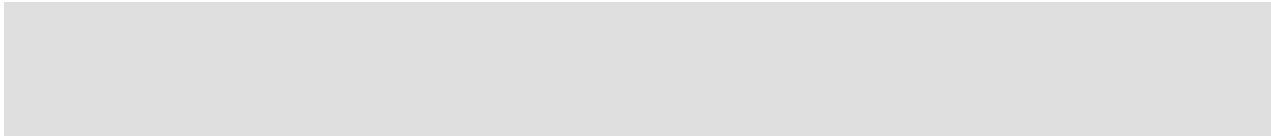
\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

Date:

I have authority to bind the proponent

**APPENDIX C - RATE BID FORM**



Proponents must not amend this Form in any way other than by providing the requested information.  
 No other fees or charges are payable for other than those set out on this Form.  
 Where no bid, state 'nil'. A price category that is left blank will be interpreted as a no bid

The proponent must clearly indicate any management fee proposed to be charged for the provision of the Services. Proponent is to indicate such management expense fee, (included within proponent's bid) which total bid shall be no more than the \$1 million dollar budget for this Invictus Games Toronto 2017 RFP#22112016. Should additional funds beyond the \$1 million budget become available, Proponents are asked to indicate their management expense fee for each additional increase in the budget below.

**Rates**

Your rates should be in CAD\$ and exclusive of HST.

Description	CIMGC Budget for the Invictus Games Toronto 2017 Invictus Relay	Management Fee as part of budget
	Up to \$1 million	

Increase in Budget	Incremental Management Fee
	\$
	\$
	\$

**APPENDIX D – REFERENCE FORM**

Insert Name of Firm:

[Redacted area]

Each proponent is requested to provide three references from clients who have obtained similar services from the proponent in the last three (3) years, as those requested in this RFP. CIMGC reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

**Reference #1**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #2**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**APPENDIX E – RATED CRITERIA**

**Scoring in Stage Two – RFP Response Rated Criteria**

CIMGC will conduct a compliance check to ensure each Proponent has included the Part 2, Section 2.6 Mandatory Requirements. The categories and scoring weight for the Rated Criteria as follows:

<b>Rated Criteria Category</b>	<b>Points</b>
Invictus Relay plan and coverage approach for Invictus Relay Operation	20
Financial bid for Invictus Relay and proposed payment schedule	30
Invictus Relay project plan, time lines and dependencies	20
Experience in delivering events and activations of a similar size and scope	30
Diversity in Business and Hiring	6
<b>Total</b>	<b>106 Points</b>

**Scoring in Stage Three – RFP Interview and Presentation**

Scoring for Step 3 will be determined if, and when stage 3 is required. Scoring will be shared with proponents upon invitation with at least 2 business days’ notice.

upon invitation to participate in an Interview and Presentation, and with at least 2 business days’ notice.

<b>Rated Criteria Category</b>	<b>Points</b>
Credentials and Experience	5
Demonstrated Understanding of CIMGC Invictus Relay Scope and Services	5
Overall Fit with CIMGC	5
<b>Total</b>	<b>15 Points</b>

**APPENDIX F – FORM OF AGREEMENT**

**SERVICES AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made as of the [ ] day of [ ], 201[ ]

Between: **Canadian International Military Games Corporation**, incorporated under the *Canada Not-for-Profit Corporations Act*, with its principal place of business at 357 Bay Street, Suite 300, Toronto, Ontario M5H 2T7 (“**CIMGC**”)

AND

**[ENTER NAME]** (“**Supplier**”)



CIMGC Invictus Relay & Services Provider  
(collectively, the “Parties”)

**RECITALS:**

- A. The Parties have completed a process through RFP No. [redacted] (the “RFP”) for the supply of Services;
- B. Supplier has been selected as the successful proponent to provide the Services;
- C. Supplier agrees to the terms and conditions of this Agreement upon which the Services will be supplied; and
- D. Supplier agrees to complete a final agreement with CIMGC including the terms and conditions contained herein.

In consideration of their respective agreements set out below, the Parties covenant and agree as follows:

**RFP INCORPORATED BY REFERENCE**

- 1. RFP Incorporated. The Parties agree that the provisions of the RFP and Supplier’s proposal submitted in response thereto are incorporated into this Agreement by reference.
- 2. Schedules. Schedules “A” and “B” form part of this Agreement.

**AGREEMENT TO PROVIDE SERVICES**

- 3. Purchase. Supplier agrees to supply and CIMGC agrees to purchase, on the terms and conditions contained in this Agreement, the services more particularly described in Schedule “A” (the “Services”) at the rates (the “Rates”) set out in Schedule “B”.
- 4. Services. Supplier agrees that the Services will be supplied within timelines agreed to between the Parties as “Key Milestones” further detailed in Table 1 of Schedule “A” to this Agreement (or as otherwise agreed to by both Parties in writing) and that all Services will be of first rate, professional quality. Supplier further agrees that, in its dealings with CIMGC, it will act in a professional and diligent manner, in accordance with industry standards, observing the highest standards of ethical behaviour. Supplier will comply at all times with all applicable laws, bylaws and regulations including all licensing requirements. If any of the deliverables that result from the Services provided by Supplier are considered by CIMGC, in its sole discretion, to be either of substandard quality or not in conformance with the terms of this Agreement at, the RFP or any applicable laws, any time during the Key Milestones timelines, CIMGC shall so notify the Supplier and Supplier shall immediately replace such deliverables with deliverables of the proper quality and/or that do conform.
- 5. Non-exclusive. The Supplier acknowledges that it is providing the Services to CIMGC on a non-exclusive basis. CIMGC makes no representation regarding the volume or value of Services required under the Agreement. CIMGC will use reasonable efforts to purchase the Services from the Supplier, but reserves the right to purchase the same or similar Services from other sources in its discretion.

**TERM AND HOLDING OVER**

CIMGC Invictus Relay & Services Provider

6. Term. The term of this Agreement will commence as of **[INSERT DATE]** (the “Effective Date”) and will expire on **[INSERT DATE]** (the “Term”). If applicable, CIMGC will have the option to extend the Term for a period of up to the duration of the original term, such extension to be upon the same terms (including the Rates in effect at the time of the extension) conditions and covenants contained in this Agreement, excepting the option to renew. The option shall be exercisable by CIMGC giving notice to the Supplier not less than thirty (30) days prior to the expiry of the original Term. The notice shall set forth the precise duration of the extension. Supplier agrees to cooperate with any new supplier and with CIMGC in the transition of this Agreement to a new supplier.

## **INVOICING AND PAYMENT**

7. No other charges. There shall be no other charges payable by CIMGC under this Agreement to the Supplier other than the Rates established under the Agreement and attached as Schedule “B” hereto.
8. Rates. All Rates are expressed in Canadian Dollars. Rates include (a) all applicable duties and taxes; (b) all Supplier’s labour and material costs; (c) all Supplier’s travel and carriage costs (d) all suppliers insurance costs; and (e) all other overhead of Supplier including any fees or other charges required by law. CIMGC agrees that HST will be charged in addition to the specified Rates. Supplier will not claim and CIMGC will not be obligated to reimburse Supplier for any expenses pertaining to meals, hospitality or incidentals.
9. Invoices. Supplier will invoice CIMGC for Services only after they have been delivered in accordance with this Agreement. The following sets out the billing and payment procedure:
  - (a) All invoices shall be emailed to CIMGC’s accounts payable department;
  - (b) Each invoice shall include (i) reference to this Agreement (ii) a brief description of the Services delivered; (iii) taxes, if payable by CIMGC, identified as separate items; and (iv) such other details as are set out in Schedule “B” attached hereto;
  - (c) CIMGC shall approve or reject the invoice within fifteen (15) Business Days of receipt thereof and in the event that CIMGC rejects the invoice, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by CIMGC to substantiate the invoice; and
  - (d) Each invoice is subject to the approval of CIMGC before any payment is released and payment shall be made within fifteen (15) Business Days of such approval; CIMGC is not obligated to pay any invoice issued more than six (6) months after the delivery and receipt of Services by CIMGC from Supplier.
10. Holdback. CIMGC may hold back payment or set off against payment if, in the opinion of CIMGC acting reasonably, the Supplier has failed to comply with any requirements of this Agreement.
11. Withholdings. CIMGC shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Agreement.

## **CHANGE ORDERS**

CIMGC Invictus Relay & Services Provider

12. Changes in writing. Any changes to this Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.
13. Change requests. CIMGC may, in writing, request changes to this Agreement, which may include altering, adding to, or deleting any of the Services. The Supplier shall comply with all reasonable change requests and the performance of such requests shall be in accordance with the terms and conditions of this Agreement. If the Supplier is unable to comply with a change request, it shall promptly notify CIMGC and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties.
14. Rates applicable to changes. Where CIMGC makes a change request that includes an increase in the scope of the previously contemplated Services, CIMGC shall request, in its change request, the proposed prices for the contemplated changes. If the Rates in effect at the time of the change request include pricing for the particular type of Services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those Services at prices consistent with those Rates. If the Rates in effect at the time of the change request are silent as to the applicable price for the particular Services contemplated in the change request, the applicable Rate shall be negotiated between CIMGC and the Supplier within a reasonable period of time.

## INSURANCE

15. Insurance. The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:
  - (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Twenty-Five million (\$25,000,000) dollars per occurrence. The policy is to include the following:
    - the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement, and shall be primary to any other coverage that may be available to the Indemnified Parties
    - contractual liability coverage
    - cross-liability clause
    - no exclusion for pyrotechnics work or any other components of the Opening and Closing Ceremony productions
    - no exclusion for participants
    - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
    - 30 day written notice of cancellation, termination or material change
    - tenants legal liability coverage (if applicable and with applicable sub-limits)
    - non-owned automobile coverage with blanket contractual coverage for hired automobiles
  - (a) errors and omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the Services contemplated in this Agreement, in the

CIMGC Invictus Relay & Services Provider

amount of not less than one million (\$1,000,000) dollars per claim and in the annual aggregate.

- (b) automobile insurance with a third party liability limit not less than two (\$2,000,000) million dollars for all vehicles that are owned or leased by the Supplier and are to be used to deliver the Services under this contract.
16. Proof of Insurance. The Supplier shall provide CIMGC with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by CIMGC. The Supplier will also provide renewal replacements on or before the expiry of any such insurance. Upon the request of CIMGC, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the CIMGC, its members, directors, officers, agents, partners, affiliates, volunteers, appointees and employees (collectively the “**Indemnified Parties**”) are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor’s obligations under the subcontract for the provision of the Services.
17. WSIA. If the Supplier is subject to the Workplace Safety and Insurance Act (“**WSIA**”), it shall submit a valid clearance certificate of WSIA coverage to CIMGC prior to the execution of the Agreement. In addition, the Supplier shall, from time to time at the request of CIMGC, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, and to ensure that each if its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which CIMGC shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Agreement together with all costs incurred by CIMGC in connection therewith.

The insurance requirements contained in this Section are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract or limit the policy coverage afforded to Indemnified Parties as an additional insured.

The minimum limits can be provided in any primary, excess or umbrella combination subject to all policies complying with the requirements contained in this Section.

## **INTELLECTUAL PROPERTY RIGHTS**

18. Definition. For the purposes hereof, “**Intellectual Property**” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.
19. Property of CIMGC. Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials (including images and data), however recorded, provided by CIMGC to the Supplier shall remain the sole property of CIMGC at all times. CIMGC grants to Supplier, during the Term of this Agreement, a non-exclusive, non-transferable license to use certain CIMGC Intellectual Property (which

#### CIMGC Invictus Relay & Services Provider

Intellectual Property shall be pre-approved and itemized in writing by CIMCG), solely to the extent necessary for CIMCG to produce the Services in accordance with this Agreement and for no other purpose, provided that such non-exclusive, non-transferable license shall automatically terminate upon the later of: expiration or earlier termination of this Agreement and completion of the Services. If required by CIMGC, Supplier agrees to execute an appropriate license agreement for the use of any Intellectual Property. Any and all goodwill arising out of the use of CIMGC Intellectual Property shall inure to the sole and exclusive benefit of CIMGC.

20. No incorporation. Supplier shall not incorporate into any Services anything that would restrict the right of CIMCG to modify, further develop or otherwise use the Services in any way that CIMCG deems necessary, or that would prevent CIMCG from entering into any agreement with any supplier other than the Supplier for the modification, further development of or other use of the Services.
21. No infringement. Supplier represents and warrants that the provision of the Services shall not infringe or induce the infringement of any Intellectual Property rights of any third party.
22. Further Assurances. CIMCG reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to Intellectual Property rights, which obligations shall survive the termination or expiry of this Agreement.

#### **OWNERSHIP OF COPYRIGHT**

23. Transfer of Right, Title, Interest and Copyright. Supplier hereby irrevocably and unconditionally assigns and transfers in perpetuity to CIMCG all of Supplier's right, title, interest and copyright in and to the Services and any and all works created in connection therewith (the "**Works**"). For greater certainty, the Works shall include all of the Services as more particularly set out in Schedule A and the Supplier shall hereby irrevocably and unconditionally cause to be assigned and transferred in perpetuity to CIMCG all of the Supplier's and any and all third party right, title, interest and copyright in and to the Services.

24. Right to Broadcast, Reproduce and Incorporate. Supplier acknowledges and agrees that the transfer of right, title, interest and copyright in the Works granted to CIMGC in paragraph 24 above includes, without limitation, all necessary clearances and music publishing public performance rights (e.g. SOCAN, ReSound) and the right for CIMGC to reproduce the Works in all forms, media (including, without limitation, any form of television broadcast) and technologies now known or hereafter developed, the right to combine or incorporate the Works into other works, the right to create derivative works from the Works and the right to use the Works alone or in combination with other images and/or bearing the marks and branding of CIMGC and/or other persons. No additional payment shall be required for such uses. Supplier shall obtain all clearances and music publishing public performance rights necessary for such uses entirely at Supplier's own cost, and upon request will provide a copy of any such clearances to CIMGC within ten (10) Business Days of the receipt of the request from CIMGC. For further clarity, Supplier shall ensure compliance with all Intellectual Property laws and requirements of public authorities and all rules and regulations of the applicable venue in connection with the presentation of the event.
25. Exclusive Ownership. Supplier agrees that CIMGC will be the exclusive owner of the Works. All Works will be original works of Supplier's own creation.
26. Moral Rights. Supplier hereby unconditionally waives all moral rights and other non-transferable rights in the Works. Supplier shall also cause every author of the Works to waive such rights.
27. Copyright Notice. Supplier shall place the following copyright notice on all Works it provides to CIMGC:
- "© Canadian International Military Games Corporation, [insert year of publication]."
28. Written Assignment. At the request of CIMGC, at any time or from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors to execute a written confirmatory assignment of copyright in the Works to CIMGC and a waiver of moral rights. The Supplier shall deliver such document(s) within 10 Business Days of the receipt of the request from CIMGC. The Supplier shall assist CIMGC in applying for any Canadian copyright registration that CIMGC considers appropriate. The Supplier shall obtain or execute any other document(s) reasonably required by CIMGC to protect or evidence the Intellectual Property of CIMGC, including CIMGC's intellectual property rights in the Works.

## **NO ASSOCIATION**

29. No association with Games.
- (a) Except as specifically set out in Subsection (b) below, nothing contained in this Agreement or the RFP shall be deemed to confer on Supplier the right to associate with CIMGC or the Games in any way without the consent, in writing, of CIMGC. Without limiting the generality of the foregoing, Supplier shall have no right to: advertise or promote itself as official supplier to or official supporter of CIMGC or the Games (whether as "presenting partner", "premier partner", "signature sponsor", "proud supporter", "games supporter"); claim any official affiliation with CIMGC or the Games; use any official marks, symbols or nomenclature of CIMGC or the Games; or pass through any limited rights of affiliation (as set out below) to any subcontractor, related entity or other third party.

## CIMGC Invictus Relay & Services Provider

- (b) CIMGC agrees that the following associations, and only the following associations, with CIMGC or the Games shall be permitted:
  - (i) “Canadian International Military Games Corporation” may be referred to as a client or customer of Supplier on any list of Supplier’s current clients. The reference may appear on Supplier’s website or in a printed media presentation. It must appear in a general listing or description with all other clients or customers of Supplier. It must be in the same text size and font as the other clients/customers on the list.
  - (ii) Links to news articles from bona fide media outlets that are written about Supplier’s relationship to CIMGC may be added to Supplier’s website. Any such links must be textual and in a list among other news articles unrelated to CIMGC or the Games.

## ADVERTISING AND PROMOTION

- 30. Name, Likeness and Biography: Entirely at its own discretion, CIMGC and its sub licensees shall be entitled to use Supplier’s name, likeness and biography, and any likeness, photo, audio and/or video recording, for the purposes of publicizing, promoting or advertising the Services provided, the Games or any related events or programs. At the request of CIMGC, Supplier shall execute any documentation CIMGC reasonably deems necessary to better effect such license.

## DEFAULT AND TERMINATION

- 31. Immediate termination. CIMGC may immediately terminate the Agreement upon giving notice to the Supplier where:
  - (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier’s insolvency;
  - (b) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to CIMGC;
  - (c) the Supplier undergoes a change in control which adversely affects the Supplier’s ability to satisfy some or all of its obligations under the Agreement;
  - (d) the Supplier subcontracts for the provision of part or all of the Services or assigns the Agreement without first obtaining the written approval of CIMGC;
  - (e) the Supplier is subjected to a labour dispute or disruption that impacts its ability to perform its obligations hereunder;
  - (f) the Supplier’s acts or omissions constitute a substantial failure of performance;

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- (g) the Games are cancelled for whatever reason (which is independent of the force majeure clause in Section 37); or
  - (h) the Supplier breaches any provision with respect to confidentiality and PIPEDA (if applicable) of this Agreement.
32. Termination on notice. Subject to the rights of CIMGC above, where the Supplier fails to comply with any of its obligations under the Agreement, CIMGC may issue a rectification notice to the Supplier setting out the manner and time frame for rectification. Within seven (7) Business Days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to CIMGC. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, CIMGC may immediately terminate the Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow CIMGC to immediately terminate the Agreement.
33. Effect of Termination. On termination of the Agreement, the Supplier shall, in addition to its other obligations under the Agreement and at law:
- (a) provide CIMGC with a report detailing: (i) the current state of the provision of the Services by the Supplier at the date of the termination; (ii) any other information requested by CIMGC pertaining to the provision of the Services and performance of the Agreement;
  - (b) execute such documentation as may be required by CIMGC to give effect to the termination of the Agreement; and
  - (c) comply with any other instructions provided by CIMGC, including but not limited to instructions for facilitating the transfer of its obligations to another supplier.

This paragraph shall survive any termination of the Agreement.

34. Payment on termination. On termination of the Agreement, CIMGC shall only be responsible for the payment of the Services provided under the Agreement up to and including the effective date of any termination. Termination shall not relieve the Supplier of its other responsibilities relating to the Services delivered or money paid. In addition to its other rights of hold back or set off, CIMGC may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.
35. Rights non-exhaustive. The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of CIMGC under the Agreement, at law or in equity.



## FORCE MAJEURE

36. Force majeure. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event of force majeure. The parties agree that force majeure events mean catastrophic events such as natural disasters and acts of war, insurrection and terrorism but shall not include shortages, delays relating to supplies or services and/or labour disputes. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

## LIABILITY AND INDEMNIFICATION

37. No CIMGC Indemnity. Notwithstanding anything else in the Agreement, any express or implied reference to CIMGC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of CIMGC, whether at the time of execution of the Agreement or at any time during the Term of the Agreement, shall be void and of no legal effect.
38. Supplier liability. The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Agreement and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Agreement and shall ensure their compliance with the applicable terms of the Agreement. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination of this Agreement.
39. Supplier Indemnity. The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "**Claims**"), by whomever made, sustained, incurred, brought or prosecuted, including for: (i) non-performance of the Services; (ii) third party bodily injury or death of any person caused by negligence, willful acts or misconduct; (iii) damages to real and tangible personal property; (iv) any physical loss or damage beyond reasonable wear and tear, to all or part of the venue where the Services are organized, practiced and/or performed, or to any equipment, assets or other property related thereto; (v) any infringement violation or misappropriation of any third party's Intellectual Property rights including but not limited to copyright, trademark, publicity, privacy, personality or defamation rights (including any Claim arising out of Sections 24 and 25), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement.

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The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, CIMGC, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Agreement.

40. Defence of Claims. The Supplier shall, at its expense, to the extent requested by CIMGC, participate in or conduct the defence of any proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. CIMGC may elect to participate in or conduct the defence of any such proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of CIMGC under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of CIMGC. If the Supplier is requested by CIMGC to participate in or conduct the defence of any such proceeding, CIMGC agrees to co-operate with and assist the Supplier to the fullest extent possible in the proceedings and any related settlement negotiations. If CIMGC conducts the defence of any such proceedings, the Supplier agrees to co-operate with and assist CIMGC to the fullest extent possible in the proceedings and any related settlement negotiations. This paragraph shall survive the termination or expiry of the Agreement.

### **LETTER OF CREDIT**

41. Letter of Credit. The Supplier shall, at its cost and within ten (10) Business Days from the date of this Agreement, be financially capable in CIMGC's opinion to provide to CIMGC an irrevocable standby letter of credit in a form approved by CIMGC and in an amount determined by CIMGC, which may be an amount representing the face value of the Agreement plus up to a 25% premium. The letter of credit shall be issued or confirmed by a Canadian chartered bank acceptable to CIMGC and shall be irrevocable, unconditional and available upon CIMGC's first written demand, and shall be maintained by renewal or replacement such that it will not expire earlier than the completion of the Invictus Relay with the delivery of the flame/flag to the opening ceremonies whereupon the amount of the letter or credit shall reduce to nil and the letter of credit shall be released.

### **AUDIT RIGHTS**

42. Records. For seven (7) years after the end of the Term or any date of termination of the Agreement, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Agreement and (b) that the Services were provided in accordance with the Agreement and with requirements of any law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist CIMGC in conducting audits of the operations of the Supplier to verify (a) and (b) above. CIMGC shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Agreement.

## CONFIDENTIALITY AND PIPEDA

43. Confidential Information. “**Confidential Information**” means all information of CIMGC that is of a confidential nature, including all confidential information in the custody or control of CIMGC, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For the purposes or greater certainty, Confidential Information shall:
- (a) include information: (i) derived at any time and whether created by CIMGC, the Supplier, or any third-party; (ii) (including Personal Information) that CIMGC is obliged, or has the discretion, not to disclose under federal legislation or otherwise at law; but
  - (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to CIMGC or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier.

The exclusions in this subparagraph shall in no way limit the meaning of Personal Information (as defined below) or the obligations attaching thereto under the Agreement or at law.

44. Publicity. Any publicity or publications related to the Agreement shall be at the sole discretion of CIMGC. CIMGC may, in its sole discretion, acknowledge the Services provided by the Supplier in any such publicity or publication. Except as specifically set out in Section 30, the Supplier shall not make use of its association with CIMGC without the prior written consent of CIMGC. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Agreement or its relationship with CIMGC or the Games unless it has first obtained the express written authorization to do so by CIMGC. Supplier must forward all media requests to CIMGC.
45. No Disclosure. During and following the Term, the Supplier shall (a) keep all CIMGC Confidential Information confidential and secure; (b) limit the disclosure of CIMGC Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Services and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any CIMGC Confidential Information (except for the purpose of providing the Services, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of CIMGC and (ii) in respect of any CIMGC Confidential Information about any third-party, the written consent of such third-party; (d) provide CIMGC Confidential Information to CIMGC on demand; and (e) return all CIMGC Confidential Information to CIMGC before the end of the Term, with no copy or portion kept by the Supplier.
46. No copying. The Supplier shall not copy any CIMGC Confidential Information, in whole or in part, unless copying is essential for the provision of the Services. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

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47. Injunctive relief. The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to CIMGC or to any third-party to whom CIMGC owes a duty of confidence, and that the injury to CIMGC or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that CIMGC is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.
48. Limited disclosure. If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Confidential Information, the Supplier will provide CIMGC with prompt notice to that effect in order to allow CIMGC to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with CIMGC and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of CIMGC Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for CIMGC) that such CIMGC Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such CIMGC Confidential Information subject to those terms and conditions.
49. Disclosure to CIMGC Partners. Irrespective of any restrictions set out in this Agreement on the disclosure of information by CIMGC, and without any requirement to advise or obtain consent from any party, so long as CIMGC has an appropriate confidentiality agreement in place with the recipient, CIMGC may disclose a complete copy of this Agreement to the Invictus Games Foundation.
50. Personal Information. The Supplier and CIMGC acknowledge and agree that where the Supplier collects, uses or discloses personal information of an individual in the course of commercial activities under this Agreement, the *Personal Information Protection and Electronic Documents Act*, as amended (PIPEDA) may apply to such personal information (“**Personal Information**”) and all records created in connection therewith (“**Records**”) (as such items are defined in PIPEDA). The Supplier agrees that it shall be responsible for Personal Information under its control and shall designate an individual or individuals who are accountable for its compliance with the following principles:
  - (j) the purposes for which personal information is collected shall be identified by the Supplier at or before the time information is collected;
  - (k) the knowledge and consent of the individual are required for the collection, use or disclosure of personal information, except where inappropriate as set out in PIPEDA;
  - (l) the collection of personal information shall be limited to that which is necessary for the purposes identified by the Supplier and collected by fair and lawful means;
  - (m) Personal Information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law and Personal Information shall be retained only as long as necessary for the fulfillment of those purposes;

## CIMGC Invictus Relay & Services Provider

- (n) Personal Information shall be accurate, complete and up-to-date as is necessary for the purposes for which it is to be used;
- (o) Personal Information shall be protected by security safeguards appropriate to the sensitivity of the information;
- (p) Supplier shall make readily available to individuals, specific information about its policies and practices relating to the management of personal information;
- (q) Upon request, an individual shall be informed of the existence, use and disclosure of his or her Personal Information and shall be given access to that information and able to challenge the accuracy and completeness of the information and have it amended as appropriate; and
- (r) an individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the Supplier's compliance.

The provisions of this Article shall survive any termination or expiry of the Agreement.

- 51. Disclosure. Notwithstanding the foregoing, CIMGC may choose to make voluntary disclosure by way of posting on its website. Supplier expressly agrees to such disclosure provided that Rates set out in Schedule "B" or in a Statement of Work are redacted on the basis that such Rates are Confidential Information.
- 52. Disclosure to the Jaguar Land Rover ("JLR"). Supplier acknowledges that JLR is the Presenting Partner of the Games. Supplier hereby agrees that CIMGC may release to JLR the name and contact details of Supplier and that JLR shall have the right to contact Supplier about future business opportunities.

## CHANGES OF CONTROL

- 53. Subcontracting. The Supplier shall not subcontract or assign the whole or any part of the Agreement or any monies due under it without the prior written consent of CIMGC. Such consent may be granted in the sole discretion of CIMGC and subject to the terms and conditions that may be imposed by CIMGC. Without limiting the generality of the conditions which CIMGC may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Services provided by the subcontractor. Nothing contained in the Agreement shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and CIMGC.
- 54. Change of Control. In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to CIMGC and shall comply with any terms and conditions subsequently prescribed by CIMGC resulting from the disclosure.

## NON-SOLICITATION

- 55. Non-Solicitation. The Supplier agrees that during the Term and for a period of at least twelve (12) months thereafter, it will not hire or take away (or cause to be hired or taken away) any employee of CIMGC.

## CONFLICTS OF INTEREST

56. Conflict of Interest. For the purposes hereof, a “**Conflict of Interest**” means that the Supplier’s other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to CIMGC without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by CIMGC to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, CIMGC may immediately terminate the Agreement upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by CIMGC to resolve a Conflict of Interest; or (c) the Supplier’s Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Agreement.

## GENERAL AGREEMENT PROVISIONS

57. Entire Agreement. The Agreement embodies the entire agreement between the parties with regard to the provision of Services and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to the provision of the Services, existing between the parties at the date of execution of the Agreement.
58. Notices. Any notices to be delivered under this Agreement shall be in writing and deemed to be effectively delivered: (a) upon personal delivery to the party, (b) sent by confirmed electronic mail, or (c) registered post/mail. Any notice given pursuant to this Article shall be sent to the intended recipient as set forth below. Notices will be deemed to have been received on the date of actual delivery.

To CIMGC:                   357 Bay Street  
Suite 300  
Toronto, Ontario  
M5H 2T9  
Attention: **Steve Wallace**  
**Email**@invictusgames2017.com

To Supplier:               **[INSERT]**

Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

59. Authority to enter Agreement. Supplier represents and warrants to CIMGC that it has the corporate power and the capacity to enter into, and to perform its obligations under this Agreement and each of the agreements and instruments required by this Agreement to be delivered by Supplier, have been duly authorized. This Agreement has been duly executed and delivered by Supplier and is a valid and binding obligation of Supplier, enforceable in accordance with its terms. Supplier has not entered into any other contract which would interfere with its ability to perform its obligations hereunder.

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60. Invalidity of any provision. If any term or condition of the Agreement, or the application thereof to the parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
  61. Conflict between sections. In the event of a conflict or inconsistency in any provisions in the Agreement (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Proposal; and (c) the RFP shall govern over the Proposal. Supplier agrees to report to CIMGC any contradictions or discrepancies that it finds.
  62. No power to bind. The Supplier shall have no power or authority to bind CIMGC or to assume or create any obligation or responsibility, express or implied, on behalf of CIMGC. The Supplier shall not hold itself out as an agent, partner or employee of CIMGC. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between CIMGC and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).
  63. Business Day. "**Business Day**" means any weekday that is not a statutory or other holiday.
  64. Governing Laws. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
  65. Interpretation. The headings in the Agreement are for convenience of reference only and in no manner modify, interpret or construe the Agreement.
  66. Successors and Assigns. The Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.
  67. Strict performance. Any failure by CIMGC to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Agreement shall not be construed as a waiver by CIMGC of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.
  68. Rights not exhaustive. The express rights and remedies of CIMGC and obligations of the Supplier set out in the Agreement are in addition to and shall not limit any other rights and remedies available to CIMGC or any other obligations of the Supplier at law or in equity.
  69. Counterparts. This Agreement may be entered into by each party signing a separate copy of this Agreement or its execution copy (or a photocopy or faxed copy) and delivering it to the other party.
-

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70. Execution. The parties understand and agree that the terms and conditions of this Agreement, including Schedule A and Schedule B were entered into and agreed to on the Effective Date and prior to the execution dates below.

Dated at Toronto this [] day of June, 2016.

**CANADIAN INTERNATIONAL MILITARY  
GAMES CORPORATION**

**[ENTER]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Michael Burns

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

Title: Chief Executive Officer

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



**SCHEDULE A**

**DESCRIPTION OF SERVICES**

**Key Responsibilities:**

**Key Milestones:**

**TABLE 1**

		<b>ESTIMATED DELIVERY DATE</b>
A		
B		
C		
D		

\*Dates may fluctuate dependent on **[ENTER]**. Supplier to provide continued service with adjusted dates.

**Service Requirements:**

**SCHEDULE B**

**RATES AND INVOICING**

A. Rates

