

Canadian International Military Games Corporation – (“CIMGC”)

Request for Proposals

For

Invictus Games Toronto 2017 Sport Presentation Vendor

March 2017

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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 Sport Presentation for the Invictus Games coming to Toronto in September 2017 in Canada’s both official languages. 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. Sport Presentation must be delivered, as outlined in this RFP, within the appropriate budgetary parameters set by CIMGC, for no more than \$650,000 CAD.

1.2 Type of Contract for Services

By making a submission pursuant to this RFP you expressly agree to all of the terms and conditions of the agreement attached to this RFP (“**Services Agreement**”) - **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 Services Agreement and that you have factored in all provisions, including the insurance requirements into your pricing assumptions and calculations and into the proposed costs indicated on the (“**Rate Bid Form**”) - **Appendix C**. If you submit conditions, options, variations or contingent statements to the terms of the Services Agreement, either as part of your proposal or after receiving notice of your selection as the (“**Preferred Vendor**”), you may be disqualified. CIMGC acknowledges the need to add transaction-specific particulars to the Services Agreement but no other material changes will be made.

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 Vendor, unless and until a written Services 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 during the period from September 23, 2017 to September 30, 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 will use this platform to awaken and transform empathy into empowerment for military personnel into programs, events and activities. 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
- Provide an 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 sports which include: archery, athletics, indoor rowing, powerlifting, road cycling, driving challenge, 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, 200 officials, 1,200 Games Guests, along with 1,200 military families from 17 nations. The 2017 Games will be the first to feature an Invictus Games 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 will celebrate its 150th anniversary of Confederation in 2017. This milestone will allow Toronto to celebrate 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 Vendor 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 Vendor 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 Vendor's obligations under the Agreement, including value.

PART 2 – HOW TO RESPOND TO THIS RFP

2.1 Timetable

Proposals must be submitted by March 24, 2017.

The following is the tentative schedule for this RFP:

- | | | |
|-----|---------------------------------|----------|
| (a) | Posting Date: | March 8 |
| (b) | Vendors Deadline for Questions: | March 17 |
| (c) | Proposal Submission: | March 24 |

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 Vendors.

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 the Invictus Games Toronto 2017 website. Vendors are deemed to have read and accepted all Addenda before making a final submission. The onus is on Vendors to make any necessary amendments to your proposal based on such Addenda.

CIMGC is not liable in the event that a prospective Vendor 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

The CIMGC Contact (the “**CIMGC Contact**”):
protocol@invictusgames2017.com

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 Vendors – Clarifications

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

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. 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 Services Agreement attached as Appendix F.

If the Vendor believes that its question is of a commercially sensitive or confidential nature relating to the Vendor, 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 Vendor and will provide the Vendor 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 Vendor. It is the Vendor’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 using the following method:

- (a) It must be submitted by email to CIMGC Contact. Proposals submitted in any other manner may be disqualified at CIMGC's sole discretion.
- (b) It must be submitted in a PDF format. The entire content must be in a fixed form, including the content of websites or other external documents.
- (c) Documents you must submit include the following:

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.

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**").

Rate Bid Form. This form is described in Appendix C and is to be submitted in a file separate from all other appendices and clearly named "Rate Bid Form – Appendix C". 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.

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 Vendor, including but not limited to: statements in the proposal or presentation, the Vendor'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 two (2) stages:

Stage One. In Stage One, CIMGC will review all proposals. Qualified proposals, and only those who abide by the set budgetary parameters will move on to Stage Two.

Stage Two. In Stage Two, we may be asking to meet individually with the qualified vendors via an in house review, or Skype/phone call. This will not be a formal presentation, but rather a time for the task force to ask any questions or clarity regarding the bid. Following the meetings, we will score qualified proposals on the basis of Rated Criteria. The Rated Criteria are described in Appendix E for your information.

3.2 Information Verification

CIMGC may request written clarification or the submission of supplementary written information in relation to the clarification request from any Vendor and incorporate a Vendor's response to that request for clarification into the Vendor'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 Vendor 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 Vendor will be identified and invited to negotiate an agreement with CIMGC. The selected Vendor 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 Vendor 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);
- (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 Vendor 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 Vendor, by submitting a proposal, acknowledges that no legal obligation or relationship is created between any Vendor and CIMGC until an agreement has been executed. The Vendor 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 Vendor.

PART 4 – EXECUTING AN AGREEMENT WITH CIMGC

4.1 Form of Agreement

As noted above, a summary of key terms and conditions contained in CIMGC’s standard Services Agreement is attached as Appendix F. CIMGC reserves the right to negotiate all aspects of the Form of Agreement with the Preferred Vendor.

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 Vendor 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 Vendor has been selected as the Preferred Vendor, cease negotiations with a Vendor, and/or rescind any Agreement entered into with a Vendor 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 Vendor.

4.5 **Notification to unsuccessful Vendors**

Unsuccessful Vendors will be notified of the outcome of the RFP, after the Agreement has been 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 Vendor, 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 Vendor has undertaken a prohibited communication as set out in this Section, CIMGC reserves the right to disqualify the Vendor.

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 Protection and Electronic Documents Act**

By submitting any Personal Information requested in this RFP, you are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process, for Agreement management purposes, and/or to evaluate an individual's performance against any proposed substitute or replacement. Any questions about the collection and use of Personal Information pursuant to this RFP should be submitted to CIMGC Contact.

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

6.1 No Obligation to Proceed

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

6.2 Rights of CIMGC

This procurement process is not intended to create and does not create any formally legally binding contract with any Vendor. No legal relationship or obligation shall be created between any Vendor 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:

- (a) 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;
- (b) To verify with any Vendor, or with a third party, any information set out in a proposal;
- (c) To check references other than those provided by any Vendor;
- (d) To disqualify any Vendor whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (e) To disqualify any Vendor or the proposal of any Vendor 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 Vendor other than the Vendor 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 Vendor and cancel this RFP process or enter into direct negotiations with the sole Vendor;
- (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 Vendor 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 Vendor other than the Vendor whose Proposal reflects the lowest cost to CIMGC;
- (p) Negotiate with multiple Vendors and execute the Agreement with more than one Vendor;
- (q) To negotiate with any Vendor whether they have submitted a proposal or not;
and
- (r) Reject any or all Proposals in CIMGC's sole discretion if a Vendor has commenced legal proceedings against CIMGC or is engaged in a dispute with CIMGC.

6.3 **Other Conditions**

1. CIMGC will not meet or contribute to any costs associated with a submission; the Vendor must meet all costs. The Vendor 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 Vendor 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 Vendor relating to any decision made by CIMGC with respect to this RFP; and
4. CIMGC will make the final decision regarding any Vendor or terminate this RFP process at its sole discretion. CIMGC will then advise all Vendors and the Preferred Vendor, if one is chosen, by posting CIMGC's decision on the Games website.
5. There is no obligation to any Vendor 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, Vendors acknowledge that this RFP is non-binding.
7. By submitting a proposal, Vendors agree to be bound by the terms of this RFP, and the terms of the proposals they submit.
8. By submitting a proposal, Vendors 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 Vendors.
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. Vendors 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 Vendor 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 Vendor.
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 Vendor 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 – SPORT PRESENTATION VENDOR SELECTION PROCESS

1.1 CIMGC Sport Presentation Selection Process

CIMGC's Sport Presentation selection process has been designed to identify and engage a Sport Presentation Vendor to lead the creation and production of Sport Presentation to be held in 9 venues of the Invictus Games 2017 in Toronto, Ontario, from September 23, 2017 to September 30, 2017.

The process includes the following steps:

Stage One. In Stage One, CIMGC will review all proposals. Qualified proposals, and only those who abide by the set budgetary parameters will move on to Stage Two.

Stage Two. In Stage Two, we may be asking to meet individually with the qualified vendors via an in-house review, or Skype/phone call. This will not be a formal presentation, but rather a time for the task force to ask any questions or clarity regarding the bid. Following the meetings, we will score qualified proposals on the basis of Rated Criteria. The Rated Criteria are described in Appendix E for your information.

1.2 RFP Response Scoring

The first step of the Sport Presentation selection process will review proposals to determine which qualified proposals, and those who abide by the budgetary parameters.

Vendors who will be required to provide an in-depth written response to a series of questions posed by CIMGC that include a description of the Vendor's approach to Sport Presentation creation and production, methodology, systems, financial information, engagement strategies, and related items and to submit the response to CIMGC for review. Each Vendor is required to:

- Define how it proposes to work with CIMGC to create signature inspirational and exciting entertainment at the competition venues;
- Provide an overview of its proposed Sport Presentation Producing Team as well as a monthly draft production schedule for Sport Presentation creation and delivery;
- Describe how it will capture and present the CIMGC mission and vision
- Present the approach it will take to implement a collaborative working relationship with CIMGC with respect to creation and delivery;
- Provide a fee for the provision of Sport Presentation Services as well as an overview of the financial systems and processes it will establish to develop, disburse and monitor the budget and control/track expenses.

Vendors submitting ideas or concepts do so on the understanding 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.

1.3 Key CIMGC Criteria for Sport Presentation Selection

The Sport Presentation Vendor responses will be reviewed by members of the CIMGC's Protocol and Senior Leadership team, as well as a Task Force comprised of CIMGC staff. These evaluators will assess all responses in order to determine the Vendor who, in CIMGC's opinion, represents the best choice to lead the Invictus Games Toronto 2017 Sport Presentation creation and delivery.

The evaluation will include consideration of the Vendor's remuneration strategy and may include consideration of such other criteria as CIMGC considers appropriate to the determination of the most advantageous Vendor, including without limitation any or all of the following:

- The Vendor's credentials and experience;
- Its approach to collaboration and partnership;
- Its commitment to Canadian content;
- Its production capability and capacity, including an analysis of its proposed organization chart and production schedule;
- Its concept for ensuring the close integration of sport specific materials;
- The ability to deliver desired scope of work within defined budget;
- The overall fit with CIMGC.

CIMGC may, but is not bound to, negotiate remuneration, contract terms and conditions and/or any other matter(s) with one or more, but not necessarily all or any, Vendors concurrently and/or sequentially, before award of a contract. CIMGC may negotiate different remuneration, terms and conditions or other matters with different Vendors. CIMGC is not bound to negotiate with any Vendors. Notwithstanding the initiation or pursuit of negotiations, if any, by CIMGC with any Vendors, each Vendor's offer as set out in its response to the Stage Two Sport Presentation Request for Proposal remains valid and open for acceptance by CIMGC.

CIMGC may award a contract to the Vendor who, in CIMGC's opinion, offers the most advantageous proposal to CIMGC. CIMGC may reject any or all submissions. The submission offering the lowest remuneration to the Sport Presentation RFP or lowest cost to CIMGC, or any submission, will not necessarily be accepted. CIMGC may terminate the Sport Presentation selection process without awarding a contract at any time on notice to all Vendors. CIMGC may, but is not bound to, provide to Vendors reasons for rejecting and or all proposals or for terminating the Sport Presentation selection process.

SECTION 2 – CIMGC OVERVIEW

2.1 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 Canadians and the rest of the world to understand 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' Sport Presentation Vendor, Opening and Closing Ceremonies, Torch Relay, medals, 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 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.

2.2 CIMGC Sport Presentation Vendor Target Audiences

The CIMGC target audiences for the Invictus Games Toronto 2017 are:

- Attending competitors and team delegations;
- Canadian public and national and international media;
- International viewers and global media.

With respect to Sport Presentation the implications are clear – the production must be designed first and foremost to:

- Deliver the required sport specific elements and Medal Ceremonies
- Inspire and motivate the Games' competitors and team delegations;
- Be understandable to, excite and captivate the spectators at competition venues and create a positive experience for all competitors

The Sport Presentation Vendor's task will be to deliver spectacular entertainment and messaging that meet the expectations and needs of these target audiences, and that engage them in an unparalleled celebration of the Games and of the host city, province and country.

SECTION 3 – SCOPE OF SERVICES FOR THE INVICTUS GAMES TORONTO 2017 SPORT PRESENTATION VENDOR

3.1 Sport Presentation Vendor Key Deliverables

The key deliverables of the Sport Presentation Vendor for the Toronto 2017 Invictus Games are:

- Sport Presentation at all competition venues (Saturday, September 23, 2017 to Saturday, September 30, 2017);
- Medal Ceremonies at all competition venues (Saturday, September 23, 2017 to Saturday, September 30, 2017);

3.2 Sport Presentation Vendor - Scope of Services

The following high level scope of services defines the principal activities of the Sport Presentation Vendor with respect to the Invictus Games Toronto 2017 and is designed to be indicative as opposed to exhaustive. The scope of services to be delivered by the Sport Presentation Vendor will be incorporated as a schedule into the final Services Agreement between CIMGC and the Sport Presentation Vendor.

The Sport Presentation Vendor will be responsible to CIMGC to lead and manage the Sport Presentation team of producers, technicians and performers in all aspects of the planning, production and presentation that convey the vision established by CIMGC and deliver against its key themes and core messages including -

3.2.1 Project management

- The Vendor is responsible for effectively managing the project, from appointment, through to completion; taking into consideration a range of planning, communication, reporting and compliance elements throughout the duration of the contract.
- The Vendor is required to fulfil without limitation the following key project management elements:
 - Planning of all identified and agreed elements for the delivery of Sport Presentation in the lead-up to and during Games time;
 - Development of a project plan for Sport Presentation, which will be subject to approval by CIMGC, including milestones and project tasks including but not limited to the following key deliverables, to ensure successful delivery of all elements at Games time:
 - Creative theme development, approval and implementation;
 - Sport specific presentation plan for each identified Games sport and discipline (including all associated operational and resource requirements);
 - Workforce plan for paid, contract and volunteer resources (including Games time scheduling); and
 - Detailed venue operational planning (including identification of key venue, equipment, technology and other requirements); Note: The developed Project Plan should link with and give consideration to established CIMGC milestones, contractual obligations, and align with the operational and reporting requirements

- of CIMGC;
- Development and submission of project status reports, in line with agreed timelines, highlighting as a minimum the key activity undertaken in the period, status of workforce planning, issues or risks identified for noting, specific recommendations and any areas requiring action; and
- Development of a project report (exact contents to be agreed between CIMGC and the Vendor) and submission of a final project report within 21 days following the completion of the Games.

3.2.2 Key personnel

CIMGC expects that the Vendor will identify, appoint and deploy suitably qualified and experienced key personnel to facilitate the planning of all Sport Presentation elements to ensure successful delivery at Games time.

The appointment of key personnel by the Vendor is to be phased in to maximize efficiency of the contract and align with Games wide planning. The Vendor is required to identify and make available key personnel (as identified and agreed) to support the management of the project throughout its duration and in particular for the successful implementation at Games time. It is expected by CIMGC that the Vendor will be able to demonstrate the suitability of each representative identified and allocated as key personnel to the project; and upon request, the Vendor will provide a copy of the representatives' qualifications and experience.

The Vendor will remain responsible for all payments associated with identified key personnel (including any embedded secondees). Such payments include but are not limited to salary, employee pension, any related employer CPP, EI and other required statutory contributions, benefits, accommodation, travel and other personal expenses. The Vendor will also maintain all required levels of insurance identified by CIMGC for the duration of the contract, at the Vendor's expense. The Vendor will name CIMGC as 'additional' insured under related insurance policies.

The Vendor must ensure that any key personnel allocated to the project (i) participate in full training and induction as may be required by CIMGC; (ii) comply with identified policies and procedures (including confidentiality); (iii) undergo identified and agreed levels of security vetting; and (iv) respond to all reasonable requests relating to their association and involvement with CIMGC.

The Vendor should at the time of submission, identify any potential conflict of interest involving key personnel identified to potentially be involved in the project.

Key personal's names should be identified in Appendix B, and they will be expected to see the project from beginning to completion.

3.2.3 Creative Theme

In conjunction with CIMGC, the Vendor is required to use its relevant expertise and experience to lead the creation, development and implementation of the Sport Presentation creative theme for the Games.

The Vendor will contribute to the development of a consistent theme to transcend all Games sports and disciplines and be applied across all competition venues, to ensure that the Games are presented in a style that represents the image and feeling that CIMGC has determined for the Games.

At all times, the creative theme should aim to inform, entertain and engage spectators and should be done without impacting on the preparation or performance of the competing competitors and teams or impose on the conduct of each competition.

Please refer to the below link to see a video of the Invictus Games 2016 for fitting examples of Sport Presentation elements;

[Invictus Games 2016 - Highlights](#)

The creative theme must give strong consideration to the following key elements, among others:

- Be delivered in 2 languages, English and French
- Protocol of the Invictus Games Toronto 2017, including the use of the official anthem and official musical version of the Invictus Poem (no national anthems or flag raising at medal ceremonies)
- Can be applied across all identified sports, disciplines and venues;
- Delivery of Medal Ceremonies;
- Highlights multicultural, diversity and community building elements of the CIMGC Games' vision;
- Highlights the overall culture of Canada;
- The Sport Presentation Vendor, will make every effort to stray away from creative elements may be a 'trigger' for people with post-traumatic stress disorder (loud audio, pyrotechnics, elements of surprise, certain imagery).
- Enhances the in-venue experience for competitors, teams and spectators alike; and
- Contributes to the successful implementation of Sport Presentation at the Games.

The Vendor may be expected to work in collaboration with other relevant internal or external stakeholders in the development or implementation of creative theme, particularly where this will provide consistency of message and presentation or provide CIMGC with the opportunity to achieve operational efficiencies or effectiveness. Further, whereas presentation services may be required for such activities and programs, it may be possible for cost or operational efficiencies (i.e. shared announcers, equipment, entertainment) to be realized by CIMGC and respective Vendor. The Vendor should detail in the tender submission their response to possible participation in such an integrated approach.

3.2.4 Games Time Workforce

In addition to the identified key personnel, the Vendor must assemble a suitably qualified, experienced and Games relevant workforce to deliver the identified Sport Presentation scope of works at Games time.

CIMGC requires the Vendor to identify the key roles identified for each sport / discipline at the Games, for specific bump-in/out periods, during scheduled competition, agreed technical rehearsals and any other required pre-production as identified and agreed between the Vendor and CIMGC.

The minimum roles required across all competition venues are:

- Sport Presentation Venue Manager / Producer;
- The minimum number of announcers necessary to provide suitable linguistic services in English and French;
- Audio and video operator(s) where applicable;
- Medal Ceremony Manager (Possibility of centralized role with roaming teams)

Additional roles may be required to meet the venue by venue Sport Presentation service levels. These roles may or may not include but are not limited to:

- Associate Sport Presentation Venue Manager / Producer
- Technical Producer / Technical Production Manager;
- Video Director;
- Music Director;
- Camera Utility;
- Camera Operator;
- Production Coordinator;
- Entertainment Supervisor;
- Entertainment / Spectator Activation Crew;
- Communications Operator

3.2.5 Detailed Venue Operational Planning

CIMGC expects that the Vendor to participate fully in the on-going venue planning process in order to provide the necessary input for Sport Presentation requirements. CIMGC is planning all operations within the venues in a systematic manner.

The Vendor will be required to liaise with a number of Functional Areas (FA) on a regular basis to ensure all elements of Sport Presentation are included in the overall Games planning processes and to educate FAs on the exact scope of Sport Presentation.

It is envisaged that the scoping of all venues would be conducted with regard to the needs of the Sport Presentation program, both operationally and in terms of equipment as early as practical.

3.2.6 Sport Presentation Elements

The delivery of Sport Presentation has certain elements that are common across most sporting events, while also respecting any additional sport specific elements that meet the individual needs of each Games sport or discipline. Further, CIMGC has identified a minimum standard level of presentation to be scoped and delivered across all Games sports and disciplines, as well as a targeted scope on a venue by venue basis in accordance with its Venue Stratification matrix.

CIMGC may also include, at its discretion, additional elements identified by the Vendor where such elements are deemed to enhance service to a Games sport(s) or discipline(s).

3.2.7 Standard services to be Delivered

Please refer to Schedule A in the appendices for Venue Matrix. The Matrix outlines the venues, days of competition, as well as service levels expected

Vendor to Provide:

- Entertainers, staff, and associated fees, including all applicable taxes (accommodation, travel, work permits, etc.)
- Any content licenses that are required
- Production of video board content
- Announcers and in-venue hosts
- Video capture as required, where broadcast has not provided it – unique solutions
- Radios and spectrum management for Sport Presentation operations/communication on venue
- Technology assets (where not existing in-venue – See Schedule A) required to deliver Sport Presentation elements (video boards, audio systems, controls, lighting systems, projection/video systems, rigging and power and supporting technology where needed)
- Work with sport partners to integrate timing/scoring systems in to on-venue Sport Presentation
- Rehearsals for medal ceremonies involving relevant CIMGC functional areas
- Technical rehearsals as per schedule approved by CIMGC
- Uniforms for staff, performers
- Insurance
- Meals for staff, performers
- Develop Sport Presentation proposal for consistent experience across all sports and venues reflecting the theme of the Invictus Games
- Delivery of bilingual Sport Presentation operation (graphics and spoken messaging)
- Main point of contact to lead on venue planning process with CIMGC Venue Teams
- Gap cabling (between broadcast and Sport Presentation as well as Sport Presentation and existing venue equipment when needed)
- Cable containment where needed
- Risk Assessments and any occupational health and safety paperwork
- Costs associated with any needs to dedicated IP/frequencies
- Costs associated with any need for material handling equipment (including operators)

CIMGC to Provide:

- 1 to 2 CIMGC radios to communicate with necessary operational functional areas
- Spaces on venue, services where existing

- Resources where existing in venue as part of the Venue Use Agreement (videoboards, audio systems, control boards, internet - See Schedule A)
- Support for sourcing medal ceremony procession team (request has been submitted to Canadian Armed Forces for procession team crew)
- Coordination of Medal Presenters
- Medals
- Limited, if any, storage for flight cases/boxes

3.2.8 Additional Venue Specific Services to be Delivered

Additional services may be required to meet the venue by venue Sport Presentation service levels identified by CIMGC, which may or may not include the following additional elements or services:

- All pre-production requirements for competition production, coordination, management and delivery, as it relates to planned integration of Broadcast feeds (where provided by Host Broadcaster);
- Where not existing, provision of audio and video equipment as per required – See Venue Matrix Schedule A
- Entertainment, spectator activation and information;
- Pre-recorded public announcements that conform with CIMGC’s requirements for linguistic services (English and French)
- Provision of all public videoboard and results content that conforms with CIMGC’s requirements for linguistic services (English and French);
- Operation of presentation equipment (i.e. lighting) and other technical equipment, including the programming of instant replay machines;

3.2.9 Sport Specific Services to be Identified

An understanding of the sport and specific presentation requirements for each of the Games sports and its disciplines is a critical component for the appointment of the Vendor.

CIMGC will work directly with the Vendor to agree on sport specific services, including appropriate amendment and/or validation with the appointed Sport Organizing Committee Chair for each sport.

3.2.10 Videoboard and Scoreboard Content

To enhance the in-venue atmosphere and experience of competitors and spectators, CIMGC requires the development of appropriate videoboard content to be utilized and displayed in accordance with the Venue matrix, (Schedule A) where a videoboard is provided by CIMGC. All content developed shall aim to educate the in-venue audience on the Games sports and its disciplines, as well as capture inspirational moments or performances from the Games.

The Vendor will be required to deliver the following video board vision packages for utilization either within each sport or across venues:

- (1) Daily highlights package (for use across all sports and venues);

- (1) CIMGC Games package;
- (1) History of the Invictus Games package; and
- sport specific education packages providing a technical explanation;

All videoboard content (or other visual content used throughout the delivery of Sport Presentation elements for the Games) must incorporate identified and agreed brand assets for the Games in accordance with approved Brand Guidelines, including but not limited to:

- Games logo, colours;
- Sport specific content, pictograms and animations;
- Games mascot images and animations;
- Sponsor logos, animations and identified commercials; and
- Other video content produced directly by CIMGC.

All videoboard content (or other visual content used throughout the delivery of Sport Presentation elements for the Games) must incorporate identified language requirements in English and French.

Other appropriate videoboard content may be identified and agreed between the Vendor and CIMGC as required or appropriate. This may also include additional videoboard content developed and produced directly by CIMGC either in-house or by an external contractor.

All videoboard content produced by the appointed contractor will become the property of CIMGC and must be provided in a format that allows the effective documenting and transfer of knowledge in line with CIMGC requirements.

3.2.11 Music rights, Clearances and Fees

The Vendor will be responsible for the selection and license fees for of all music prepared and utilized for the delivery of Sport Presentation (or other agreed activities) at the Games and must provide evidence to CIMGC demonstrating that all arrangements in place meet with relevant licensing requirements including a breakdown of all associated costs, across all sports, disciplines and venues. Specific requirements include:

- **Rights; clearances**

The Vendor shall:

- (a) Obtain, for the sole benefit of CIMGC, CIMGC's licensees and assigns all necessary rights, clearances and licenses from all applicable regulatory authorities, collecting societies (e.g. SOCAN) and other rights holders required for the performance of the Sport Presentation, including all rights, clearances and licenses required for the inclusion of any musical works, the performers, all visual content and related artistic elements in the Sport Presentation, including but not limited to the live performance, world-wide broadcast and the commercial exploitation of the Sport Presentation by CIMGC. Such world-wide broadcast clearances shall be for a period of not less than [ten (10) years] from the first broadcast date of the Sport

- Presentation; and
- (b) Obtain copyright from content providers for all content and works created specifically for the Sport Presentation, and ensure such content and works are registered to the benefit of CIMGC and cleared for any such use

- **Broadcast Integration** Vendor agrees to collaborate and coordinate with CIMGC and the CIMGC host broadcaster (“Host Broadcaster”) to ensure that consideration of the television audience is included in the development of creative concepts for Sport Presentation;
- **Performers** Vendor shall be responsible for the recruitment of all artists and performers, special groups and community performers as well as composers and musicians, paid and volunteer, required to perform in the Sport Presentation (“Performers”), all of whom will be engaged and contracted directly by Vendor. Vendor agrees to incorporate elements of accessibility and inclusiveness in its selection of Performers to ensure CIMGC’s commitment to accessibility and inclusiveness are well represented in Sport Presentation.

3.2.12 Technical / Equipment Elements

- The Vendor is required to provide technical equipment that facilitates the implementation and delivery of the agreed sport presentation plan for each sport, disciplines and venues, in accordance with the Venue matrix, (Schedule A) as well as the provision of temporary power supply to support equipment at venues where needed.

Additional items that CIMGC requires the Vendor to provide, in accordance with the Venue matrix, (Schedule A) to provide the identified service level for delivery of Sport Presentation at Games time include:

- Specific audio enhancement to meet with proposed sport and specific Sport Presentation elements proposed;
- Specific lighting enhancement to meet with proposed sport and specific Sport Presentation elements proposed;
- Other technical or equipment enhancements to meet with proposed sport and specific Sport Presentation elements proposed; and
- Any specialist staff, volunteers, resources or technical management required to operate identified technical / equipment elements.

The Vendor will be required to undertake an audit of existing technical / equipment elements (including but not limited to venue PA and audio systems) within Games competition venues, upon commencement of the contract, to determine the suitability for Sport Presentation requirements. To ensure a ‘no gaps’ approach, all technical / equipment elements identified as being required by the Vendor should be specifically detailed within the tender submission and cost accordingly for further clarification, discussion and agreement with the Vendor.

3.2.13 Intellectual Property / Copyright

CIMGC shall be designated as the sole and exclusive owner of all intellectual property and assignment rights relating to all work products created or developed (the “**Developed Work Product**”) for the Invictus Games Toronto by the Sport Presentation Vendor. Such Developed Work Product will be considered work made for hire for CIMGC and its successors and assigns, including the IGF.

The Sport Presentation Vendor will be required to ensure that CIMGC and its successors and assigns, including the IGF obtain an irrevocable, unlimited worldwide license in perpetuity, free of charge, to use all work product used in the Invictus Games Toronto 2017 which includes but is not limited to: promoting the Invictus Games in general and complying with their respective undertakings and obligations to the Games’ broadcast rights holders and will include but is not limited to, where applicable, a waiver of moral rights by any author or performer to the benefit of CIMGC and its successors and assigns including the IGF.

3.3 Sport Presentation Vendor Clean Venue Policy

The CIMGC Sport Presentation Vendor will be required to adhere to a “clean venue” policy with respect to the creation, production and presentation of the Sport Presentation Vendor. No form of publicity, commercial installation of advertising signage or commercial identification of any kind will be permitted within the performance venue, with the exception of sponsor signage approved by CIMGC Sponsorship Sales and Servicing Function. The Sport Presentation Vendor will be required to ensure that the performance is rendered free and unencumbered of any advertising, corporate or commercial message or any commercial identification, logo, or corporate colour scheme of any description. For instance, the Sport Presentation Vendor will be required cooperate with CIMGC to ensure that all signage and commercial identification in the performance venue has been removed, covered or concealed. The Sport Presentation Vendor will be required to ensure that all props and equipment used in the performance venue are free of commercial identification or have had all such identification removed, covered or otherwise concealed and all performers and other participants in the performance must wear clothing that does not bear any commercial identification of any kind.

3.4 Principle of Collaboration and Working Relationship

A close collaborative relationship between CIMGC and the Sport Presentation Vendor will be expected and required in order to deliver a world class Invictus Games Sport Presentation Vendor.

Collaboration will be the key to developing and presenting extraordinary Sport Presentation Vendor for the Games. CIMGC is relying on the expertise of the Sport Presentation Vendor to lead the creative, production and technical teams in the delivery of the shows. In turn, the Sport Presentation Vendor should count on CIMGC to deliver succinct, articulate and timely guidance regarding the global vision, themes and messages of the Games.

CIMGC will also be responsible for coordinating with the Protocol functional area regarding the integration and presentation of mandated protocol elements, keeping Protocol updated as to progress, and obtaining all required approvals.

3.5 Services and Support Provided by CIMGC Functions to Sport Presentation Vendor

CIMGC is organized into four divisions comprising 19 Functions. The Sport Presentation Vendor 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 Sport Presentation Vendor.

Key areas of services and support provided to the Sport Presentation Vendor by CIMGC Functions will be detailed 45 days after contract. General services provided by each function to the Sport Presentation Vendor are as follows:

ACR – Accreditation: Appropriate accreditation to get in-venue access with Sport Presentation Vendor sticker.

BRD –Brand: Brand and Look of the Games design and promotion, as well as audio and video clips for integration

Broadcast: Host broadcaster to provide feed of coverage at live venues, and highlights packages for all venues.

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

COR – Corporate Administration: Financial review and payment.

EXP – External Partnerships: Manage government stakeholders.

LOG/OVL – Logistics/Overlay: Stock Furniture, fixtures and equipment in work spaces

MED – Medical: Medical services on on-hours

PRO – Protocol: Key point of contact. Medal Ceremonies - integration with presenters

SEC – Security: Asset protection of assets on venue.

SPN - Sponsorship: Sponsor recognition requirements

SPP – Special Projects: Mascot integration for in-venue sport presentation

SPT – Sport: Delivery of Sport competition. Liaison with the Nations and competitors.

TEC – Technology: Wi-Fi on venue where existing

TRN – Transportation: For clients (competitors, sponsors, media, Games Guests). Parking will not be provided by CIMGC.

VEM – Venue Management: Lead on Venue Operational Planning

WKF – Workforce: Responsible only for CIMGC. Sport Presentation Vendor will not have access to CIMGC volunteers. If military personnel will be part of the medal ceremonies proceedings, they will be contracted by CIMGC.

3.6 Governance

The Sport Presentation Vendor is accountable to the CIMGC Chief Operating Officer. The two principal members of the Organizing Committee with whom the Sport Presentation Vendor will interface are:

Chief Operating Officer – Dena Coward

Protocol Manager – Stephanie Garant-Jones

Approval of the core messaging and key themes for Sport Presentation will require the support and the approval of the CIMGC Board.

SECTION 4 – CIMGC SPORT PRESENTATION VENDOR BUDGET AND FINANCE PROCESSES

4.1 Invictus Games Toronto 2017 Sport Presentation Vendor Budget

The current CIMGC Sport Presentation Vendor budget has been set at no more than \$ 650,000 CAD (Note: Budget subject to confirmation by CIMGC at time of selection of a Preferred Vendor and approval by the board). The Sport Presentation Vendor shall be produced in all respects to the highest quality standards possible, while respecting the budget that is allocated to this project.

The budget allocated for the Invictus Games Toronto 2017 Sport Presentation Vendor is expected to cover the presentational costs of both Sport Presentation Vendor including:

- Sport Presentation Vendor personnel, including all executive, artistic, production and technical, staging crews and logistic personnel, both employee and contract
- Performers - including all accommodation, transportation, catering and other support requirements
- Creative elements such as projection technology, video materials, sound recording and soundtracks, special effects, and audience participation
- Technical production including all audio, communications and lighting systems, projection/video systems, rigging and power required as outlined in Schedule A
- Sport Presentation Vendor volunteer performer support
- All rehearsal costs
- Venue operations for any venue personnel or operations specific to Sport Presentation Vendor show production and rehearsal such as engineers, duty managers and venue first aid staff during off-hours
- Insurance and risk management costs for the Sport Presentation Vendor and production company

4.2 Financial Processes

Specific financial arrangements and processes between the Sport Presentation Vendor and CIMGC will be determined with the Preferred Vendor at the time of negotiation of the Agreement. However, general principles of the financial relationship CIMGC envisions between the Organizing Committee and the Sport Presentation Vendor include the following key points:

4.2.1 Production Company – Either the selected Sport Presentation Vendor’s company, or a separate company created by it specifically for the purpose of producing the Games Sport Presentation Vendor, will be responsible for principle production delivery of the Sport Presentation Vendor. The production company will work closely with CIMGC with respect to overall coordination of financial affairs such as budget, procurement, risk and liability, sponsorship and VIK requirements as well as interface with and support of CIMGC Games Functions.

4.2.2 Production Budget and Payment for Goods and Services–

The Sport Presentation Vendor will prepare a budget not exceeding the approved budget allocation provided by CIMGC.

The Vendor will provide a milestone schedule. Expenditures for goods and services (direct/flow through costs) within the approved budget will be reimbursed by CIMGC once milestone requirements have been met. All budgets pertaining to the production of Sport Presentation Vendor shall be subject to the prior review and approval of CIMGC. Use of sponsor and official supplier goods and services may be mandatory. The Sport Presentation Vendor will not apply a mark-up to actual costs of goods and services the Sport Presentation Vendor is required to purchase.

4.2.3 Management Fee - The Sport Presentation Vendor will be paid a management fee to lead the creation, development and the delivery of Sport Presentation. **The Management Fee is included in the overall production budget for all Sport Presentation Vendor and must be itemized as a separate stand-alone item in Appendix C.**

4.2.4 Procurement – Procurement of goods and services required for the creation, development and delivery of the Sport Presentation Vendor is to be managed by the Sport Presentation Vendor except in such cases where the goods and services are required to be procured through CIMGC sponsors and suppliers due to existing sponsor/supplier agreements, in cases where the required goods and services are provided by a CIMGC Function on a charge-back basis, or in cases where the goods or services may be included within a larger service/supply contract in conjunction with a CIMGC Function. Canadian, Ontarian and Toronto companies should be used for supply of goods and services wherever financially and practically feasible. The Preferred Vendor is expected to reflect a fair and transparent procurement process as defined by CIMGC Procurement.

4.2.6 CIMGC Policies – Certain key CIMGC polices, specifically those dealing with sponsorship and Value in Kind (VIK) support.

SECTION 5 – SPORT PRESENTATION VENDOR RESPONSE

Vendor shall prepare and submit a written response to the questions and topics posed by CIMGC in the following pages.

Responses should be concisely written, in PDF format, formatted, organized and tabbed to comply with the CIMGC Sport Presentation Vendor Response. No more than twenty-five (25) pages (8 1/2 x 11 or A4 paper) are permitted.

CIMGC will not reimburse Vendors for any costs incurred for participation in the Sport Presentation Vendor selection process. Vendors will be solely responsible for all preparation costs.

CIMGC may request written clarification or the submission of supplementary written information in relation to the clarification request for any proponent. 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 the vendor's submission or adjust its scoring of the proposal.

Vendors submitting ideas or concepts do so on the understanding 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.

RFP RESPONSE SCORING

5.1 General Information

- Please provide the following information: Vendor's name, one (1) contact person, address, telephone number and email address.
- Partnerships. List other major participating entities to include: name and title, relationship to the project, address, telephone number and email address.

5.2 Creative and Event Production Processes – 10 Points

Provide an overview of your creative development and production processes and define how they will be utilized to the benefit of the Invictus Games Toronto 2017.

- Describe your creative process, with reference to the development and delivery of the Invictus Games Toronto 2017
- Provide an overview of your event production process and working methodology.
- Define your approach to project management of large-scale events.
- Describe your ability to identify key challenges and opportunities and develop strategies and tactics to take advantage of identified opportunities and overcome key challenges.

5.3 Sport Presentation Vendor Structure and Personnel – 20 Points

Provide an overview of your proposed Sport Presentation Vendor team structure and key personnel for the creation and delivery of Sport Production

- Provide anticipated start and end dates and specify whether each position is full-time or part-time.
- Where possible, indicate key members of the proposed Sport Presentation Vendor team (subject to the Vendor being selected by CIMGC as its Sport Presentation Vendor). Include the individual's name, relationship to the Sport Presentation Vendor (i.e. permanent staff, contractor, etc.) position on the proposed Sport Presentation Vendor team and a short biography.
- NOTE: CIMGC will select the Sport Presentation Vendor by the evaluation of its key team members. It will be expected and contracted that these key members remain on this project until completion.

5.4 Working Relationship with CIMGC – 10 Points

Describe the working relationship with CIMGC you propose to ensure the Sport Presentation Vendor's team is integrated into the organizing committee's overall plans for delivery of the Sport Presentation Vendor.

- Present the approach you will take to implement a collaborative working relationship with CIMGC. Define how consultation and partnership with CIMGC, will be realized in your plan for Sport Presentation Vendor development and execution.

5.5 Presentation of CIMGC Mission and Values - 10 Points

Describe how you will work with CIMGC to ensure the Sport Presentation Vendor reflects its mission and vision, achieve congruence with the core themes applied across all CIMGC creative endeavors and fulfill its brand promise.

- Describe how you will work with CIMGC to interpret CIMGC's themes, brand essence and key messages in the Sport Presentation creative.
- Present the process you will put in place to ensure that Sport Presentation elements are developed in harmony with the Organizing Committee's vision for the Invictus Games Toronto 2017 as described in Section Two "CIMGC Overview".
- Define steps you will take to ensure that Sport Presentation creative elements are developed in synchronicity with the organization's other creative projects.

5.6 Accessibility and Inclusion - 10 Points

CIMGC expects that the Vendor will make significant attempts to design Sport Presentation aspects that are accessible to the audience, including signing and open captioning. We are an inclusive Games and the presence of talented performers with a physical disability or mental illness is important to the success of all Sport Presentation Vendor.

- Provide an overview of previous experience presenting events featuring performers with a disability or mental illness and providing accessibility through sign language interpretation, open captioning and other means.
- Describe your approach to integrating and/or featuring performers and competitors that are wounded, ill or injured in the Sport Presentation Vendor, as well as being mindful of how the creative elements may be a 'trigger' for people with post-traumatic stress disorder.

5.7 Production Timeline - 10 Points

Provide a proposed milestones/critical path from creation to the delivery of the Invictus Games competition. The timeline should encompass the period from receipt of contract to the delivery, including;

- A monthly production schedule;
- The major tasks and/or periods of activity such as creative development, video creation, storyboarding, music composition, design, script development, auditions and performer recruiting, rehearsal commencement, etc.
- Critical milestones in the creative and development process including estimated dates for presentations to CIMGC and organizing committee approvals

5.8 Demonstrated Success – Relevant Experience and Case Study - 20 Points

Based on your understanding of CIMGC's vision for the Games and the role of the Sport Presentation Vendor articulated in this document, profile three events, programs or projects which you believe highlight your ability to perform the role of the Sport Presentation Vendor as well as your artistic and technical experience producing successful large-scale events.

Project descriptions should be in text and photographic form but may also include one (1) DVD or portable USB 2.0 Flash Drive of not more than 20 minutes' duration. Total number of pages of text and photos permitted in this Section should be no greater than ten (10) pages. Note: The relevant experience and case study of up to ten (10) pages must be included within the submission of twenty-five (25) pages. DVD's or Flash Drives may be mailed or couriered to RFP Contact address:

Stephanie Garant-Jones
357 Bay Street, Suite 300
Toronto, ON, Canada, M5H 2T7
protocol@invictusgames2017.com

5.9 Finance – Fee, Financial Systems and Risk Management - 10 Points –Provide a proposed fee as well as information regarding the financial processes and controls that you will apply to CIMGC's Sport Presentation Vendor:

- Provide a fee for the provision of Sport Presentation Vendor Services and describe the services that will be provided in consideration of the fee.
- Describe the specific financial systems you will establish to develop, disburse and monitor the CIMGC Sport Presentation Vendor budget and control/track expenses and ensure financial accountability. Where possible, provide potential sponsorship opportunities.
- Describe the methods you will employ for the procurement of goods, services and talent. Define any special measures you will utilize in the procurement process to provide opportunities to Canadian individuals and suppliers to participate in the creation and delivery of Sport Presentation.
- Financial Risk Management - Comment on how the structure and management you propose will provide suitable financial security for CIMGC's investment in the Sport Presentation Vendor and maximize creative impact, while minimizing financial risk to both the Organizing Committee and the Sport Presentation Vendor.

APPENDIX B – FORM OF OFFER

1. Vendor Information

a) The full legal name of the Vendor is:

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

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

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

e) Whether the Vendor 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 Vendor's registration, business or corporation number:

g) The amount of Vendor'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:

MANDATORY FORMS:	Yes	Page
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 Vendor engages in conduct, directly or indirectly, that may give it an unfair advantage over other Vendors, 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 Vendors; (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 VENDOR:** If you foresee a Conflict of Interest of Unfair Advantage, complete Section A below; otherwise complete Section B. Any Vendor who does not complete Section A 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. Vendor is to complete this Section and submit with proposal.

Section A:

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.

Section B:

I have had no Unfair Advantage in preparing and submitting this proposal; and (2) I have no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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 Vendor representative

Name of Witness

Name and Title

Date:

I have authority to bind the Vendor

APPENDIX C - RATE BID FORM

Vendors 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 Vendor must provide the management fee proposed to be charged for the provision of the Services. Vendor is to indicate their management expense fee based on a budget up to \$650,000 CAD.

Rates

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

Description	CIMGC Budget for the Invictus Games Toronto 2017 Sport Presentation Vendor	Management Fee
Sport Presentation Vendor	Up to \$ 650,000 CAD	\$

APPENDIX D – REFERENCE FORM

Insert Name of Firm:

--

Each Vendor is requested to provide three references from clients who have obtained similar services from the Vendor 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

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX E – RATED CRITERIA

Scoring– RFP Response Rated Criteria

The categories and scoring weight are as follows:

Rated Criteria Category	Points
Creative and Event Production Processes – Vendor provides an overview of their proposed creative development and production processes and define how they will be effectively utilized to the benefit of the Invictus Games Toronto 2017.	10 Points
Sport Presentation Vendor Structure and Personnel – Vendor defines the structure and key positions of the team. Personnel rosters include principal creative personnel as well as senior production, technical and support/logistic positions. An organizational chart or diagram is provided and clearly defines the proposed structure of the Sport Presentation Vendor team(s).	20 Points
Working Relationship with CIMGC - Vendor describes a collaborative working relationship with CIMGC to ensure the Sport Presentation Vendor's team is integrated into the organizing committee's overall plans for delivery of the Invictus Games Toronto 2017.	10 Points
Presentation of CIMGC Mission and Values – Vendor describes how they will work with CIMGC to ensure the Invictus Games Toronto 2017 Sport Presentation Vendor reflect the CIMGC mission, vision and key messages, achieve congruence with the core themes applied across all CIMGC creative endeavors and fulfill its brand promise.	10 Points
Accessibility and Inclusion – Vendor will make significant attempts to design Sport Presentation elements that are accessible to the live and broadcast audience, including signing and open captioning.	10 Points
Production Timeline – Vendor provides a proposed milestones/critical path for creation and delivery of the Invictus Games Toronto 2017 Sport Presentation. The timeline encompasses the period from receipt of contract to delivery.	10 Points
Demonstrated Success – Relevant Experience and Case Study – Vendor profiles events, programs or projects which highlight ability to perform the role of Sport Presentation Vendor and creative and technical experience producing successful large-scale events. Project descriptions should be in text and photographic form but may also include one (1) DVD or portable USB 2.0 Flash Drive of not more than 20 minutes' duration. Total number of pages of text and photos permitted in this Section should be no greater than ten (10) pages.	20 Points
Finance – Fee, Financial Systems and Risk Management – Vendor provides thorough information regarding the financial processes and controls that will apply to CIMGC's Sport Presentation Vendor.	10 Points
Total	100 Points

APPENDIX F – FORM OF AGREEMENT

SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of the [] day of [], 2017

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**”)

(collectively, the “**Parties**”)

RECITALS:

- A. The Parties have completed a process through RFP No. [] (the “**RFP**”) for the supply of Services;
- B. Supplier has been selected as the successful Vendor 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

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

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 Five million (\$5,000,000) dollars per occurrence. The policy is to include the following:

- CIMGC, its members, directors, officers, agents, partners, affiliates, volunteers, appointees and employees are named as additional insureds with respect to liability arising out of the acts or omissions of the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors
- trademark and other intellectual property infringement
- contractual liability coverage
- host liquor liability coverage (where applicable)
- cross-liability clause/severability of interest
- contingent employers' liability coverage
- employers' liability and voluntary compensation 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 (where applicable)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles
- policy will be primary to any other insurance that may be available to Indemnified Parties.

(b) automobile liability policy for owned or leased vehicles that will be used in connection with this agreement for a limit of not less than two million (\$2,000,000) dollars;

(c) all risks property insurance on the property/mobile equipment owned, leased, rented or borrowed by the Supplier or its agents, sub-contractors to be used in connection with this agreement. Such policy (ies) will include a Waiver of Subrogation clause against CIMGC and its directors, officers and employees.

(d) 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

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

The Supplier shall require 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 CIMGC, its members, directors, officers, agents, partners, affiliates, volunteers, appointees and employees are, where recommended by CIMGC's insurance broker, 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.

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, and renewal replacements on or before the expiry of 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 contracted services.
17. Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions shall be the responsibility of the Supplier.
18. 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, 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.

INTELLECTUAL PROPERTY RIGHTS

19. 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.
20. 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 Intellectual Property shall be pre-approved and itemized in writing by CIMGC), solely to the extent necessary for CIMGC 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.
21. No incorporation. Supplier shall not incorporate into any Services anything that would restrict the right of CIMGC to modify, further develop or otherwise use the Services in any way that CIMGC deems necessary, or that would prevent CIMGC from entering into any agreement with any supplier other than the Supplier for the modification, further development of or other use of the Services.
22. 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.
23. Further Assurances. CIMGC 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

24. Transfer of Right, Title, Interest and Copyright. Supplier hereby irrevocably and unconditionally assigns and transfers in perpetuity to CIMGC 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 CIMGC all of the

Supplier's and any and all third party right, title, interest and copyright in and to the Services.

25. Right to Broadcast, Reproduce and Incorporate. Supplier acknowledges and agrees that the transfer of right, title, interest and copyright in the Works granted to CIMCG in paragraph 24 above includes, without limitation, all necessary clearances and music publishing public performance rights (e.g. SOCAN, ReSound) and the right for CIMCG 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 CIMCG 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 CIMCG within ten (10) Business Days of the receipt of the request from CIMCG. 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.

26. Exclusive Ownership. Supplier agrees that CIMCG will be the exclusive owner of the Works. All Works will be original works of Supplier's own creation.

27. 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.

28. Copyright Notice. Supplier shall place the following copyright notice on all Works it provides to CIMCG:

"© Canadian International Military Games Corporation, [insert year of publication]."

29. 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

30. 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 CIMCG or the Games in any way without the consent, in writing, of CIMCG. 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 CIMCG 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.
- (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

31. 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

32. 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;
- (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.

33. 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.

34. 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.

35. 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.
36. 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

37. 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

38. 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.
39. 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.

40. 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. 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 organization, 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.

41. 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.

42. 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 closing Sport Presentation Vendor whereupon the amount of the letter or credit shall reduce to nil and the letter of credit shall be released.

AUDIT RIGHTS

43. 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

44. 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.

45. 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.
46. 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.
47. 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.
48. 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.
49. 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.

50. 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.
51. 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:
- (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;
 - (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;
 - (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.

52. 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.

53. 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

54. 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.

55. 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

56. 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

57. 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

58. 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.

59. 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: Stephanie Garant-Jones
 protocol@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.

60. 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.

61. 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.
62. 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.
63. 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).
64. Business Day. “**Business Day**” means any weekday that is not a statutory or other holiday.
65. 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.
66. Interpretation. The headings in the Agreement are for convenience of reference only and in no manner modify, interpret or construe the Agreement.
67. 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.
68. 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.
69. 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.
70. 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.

71. 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; _____ March 2017

**CANADIAN INTERNATIONAL MILITARY
GAMES CORPORATION**

[ENTER]

Per: _____

Per: _____

Name: Michael Burns

Name: _____

Title: Chief Executive Officer

Title: _____

SCHEDULE A

INVICTUS GAMES Toronto 2017 - TRAINING & COMPETITION SCHEDULE - Version 6.0

Updated Feb. 2, 2017

		SEPTEMBER										
Date		Thu 21	Fri 22	Sat 23	Sun 24	Mon 25	Tue 26	Wed 27	Thu 28	Fri 29	Sat 30	Sun 1
Day		Day -2	Day -1	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9
Opening Ceremony	Air Canada Centre (ACC)			1900-2100								
Closing Ceremony	Air Canada Centre (ACC)										1930-2130	
SPORT	VENUE											
Jaguar Land Rover Driving Challenge	TBD			Finals 0900-1500								
Archery	Fort York (FYK)						Training 0900-1700	Official Practice 0900-1700	Prelims 0900-1700	Finals 0900-1800		
Athletics	York Lions Stadium Stadium (YOR)		Training (Warm up Track) 1000-1400	Heats and Finals 1100-1900	Heats and Finals 1100-1800							
Cycling	Toronto Island (TIC)	Training 1100-1400				Training 1100-1400	Time Trial 1100-1500	Criterion 1100-1500				
Golf	St. George's (STG)			Training (Driving Range) 0900-1300	Practice Round 0800-1230 ProAm 1330-1800		Finals 1000-1600					
Indoor Rowing	Mattamy Athletic Centre (MAC)	Training (Sheraton) Unscheduled	Training (Sheraton) Unscheduled	Training (Sheraton) Unscheduled	Training (Sheraton) Unscheduled		Finals 1800-2200					
Powerlifting	Mattamy Athletic Centre (MAC)	Training (Sheraton) Unscheduled	Training (Sheraton) Unscheduled	Training (Sheraton) Unscheduled	Women and LW Men 1700-2200	MW and HW Men 1000-1400						
Sitting Volleyball	Toronto Pan Am Sports Centre (PAC)/Mattamy Athletic Centre (MAC)	Training (PAC) 1000-1900				Training (PAC) 1000-1900	Prelims 1000-1730 (PAC)	Finals 1700-2200 (MAC)				
Swimming	Toronto Pan Am Sports Centre (PAC)	Training 1000-1900				Training 1000-1900	Training 1000-1730			Prelims 1100-1400	Finals 1800-2100	
Wheelchair Basketball	Toronto Pan Am Sports Centre (PAC)/Mattamy Athletic Centre (MAC)	Training (PAC) 1000-1900				Training (PAC) 1000-1900				Prelims 0900-1400 (PAC)	Prelims 0900-1600 (PAC)	Finals 0900-1400 (MAC)
Wheelchair Rugby	Mattamy Athletic Centre (MAC)					Training Court 2 0900-1800	Training Court 2 0900-1800	Prelims Ct.1 0900-1400 Prelims Ct. 2 0900-1600	Finals Court 1 1700-2230			
Wheelchair Tennis	Nathan Phillips Square (NPS)	Training 1000-1600	Training 1000-1600	Prelims 0900-1630	Finals 0900-1630							

ATHLETE ARRIVAL

ATHLETE DEPARTURE

Venue Matrix - Resources:

Service Level	Examples of potential sport presentation elements
High	Audio announcers, videoboard content, including footage and results, standard medal presentation, showcased competitor introductions, pre-competition and during break of competition entertainment, mascot integration, projection, in-venue hosts
Medium	Audio announcers, videoboard content, including footage and results, standard medal presentation, competitor introductions, pre-competition and during break of competition entertainment, mascot integration
Low	Audio announcers, standard medal presentation, basic competitor introductions

Venue	Sport	Total Days of Competition	Existing Infrastructure	Level of service
Ryerson's Mattamy Athletic Centre (Arena) 50 Carlton St, Toronto, ON M5B 1J2	Sitting Volleyball Wheelchair Basketball Wheelchair Rugby Indoor Rowing Powerlifting	5	Audio system, video board (small), scoreboard, control room, operators for Sport Presentation systems	High <i>Showcase Venue</i>
Toronto Pan Am Sports Centre (Pool) 875 Morningside Ave, Toronto, ON M1C 0C7	Swimming	2	Audio system, video board, scoreboard, control room, operators for Sport Presentation systems	High
York Lions Stadium Ian MacDonald Blvd, Toronto, ON M3J 1P3	Athletics	2	Audio system, video board, scoreboard, control room, operators for Sport Presentation systems	Medium
Fort York National Historic Site 250 Fort York Blvd, Toronto, ON M5V 3K9	Archery	2	No systems, power available on site	Medium
Toronto Island Parks Toronto, ON M5J 2H3	Cycling	2	No systems, limited power available on site	Low
Nathan Philips Square 100 Queen Street ON M5G 1P5	Wheelchair tennis	2	No systems, power available on site	Low

Venue	Sport	Total Days of Competition	Existing Infrastructure	Level of service
Toronto Pan Am Sports Centre (Fieldhouse) 875 Morningside Ave, Toronto, ON M1C 0C7	Sitting Volleyball (prelims) Wheelchair Basketball (prelims)	4	Audio system, video board, scoreboard	Low
Ryerson's Mattamy Athletic Centre (Coca Cola Court) 50 Carlton St, Toronto, ON M5B 1J2	Wheelchair Rugby (prelims)	1	Audio system, video board (small), scoreboard, control room, operators for Sport Presentation systems	Low
St. George's Golf and Country Club 1668 Islington Ave, Etobicoke, ON M9A 3M9	Golf	1	First tee basic audio system, large manual leaderboard available, power available from clubhouse, temporary power may be required.	Low
JLR - Driving Challenge - Venue TBC	Driving Challenge	1	No systems	Low

Desired Scope of Service

Venue	Sport	Days of Competition	Video Board	Audio System	Control Room	Lighting system	Announcers	Talent	Broadcast Scope	Medal Ceremonies
Ryerson's Mattamy Athletic Centre (Arena)	Sitting Volleyball, Wheelchair Basketball, Wheelchair Rugby, Indoor Rowing, Powerlifting	5	Yes	Yes	Yes	Yes	Yes	Yes	LIVE	33
Toronto Pan Am Sports Centre (Pool)	Swimming	2	Yes	Yes	Yes	No	Yes	Yes	LIVE	32
York Lions Stadium	Athletics	2	Yes	Yes	Yes	No	Yes	Yes	LIVE	85
Fort York National Historic Site	Archery	2	Yes	Yes	No	No	Yes	No	ENG	9
Toronto Island Parks	Cycling	2	No	Yes	No	No	Yes	No	ENG	28
Nathan Philips Square	Wheelchair tennis	2	No	Yes	No	No	Yes	No	ENG	1
Toronto Pan Am Sports Centre (Fieldhouse)	Sitting Volleyball (prelims)	4	Yes	Yes	No	No	Yes	No	ENG	0
	Wheelchair Basketball (prelims)									
Ryerson's Mattamy Athletic Centre (Coca Cola Court)	Wheelchair Rugby (prelims)	1	No	Yes	Yes	No	Yes	No	ENG	0
St. George's Golf and Country Club	Golf	1	No	Yes	No	No	Yes	No	ENG	2
JLR - Driving Challenge - Venue TBC	Driving Challenge	1	No	Yes	No	No	Yes	No	ENG	1

Ryerson's Mattamy Athletic Centre - Arena

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	30 bowl speakers and 8 overhead ice speakers. AV room in the south west corner suite of the 4th floor	Existing in venue
Video Board	2 video boards, located at the north and south ends of the arena, are a combination Daktronics and Tricaster board. The video boards are 10'8" long and 7'9" tall. Scoreboards in place beside existing videoboards and at technical table Note - IG2017 exploring options for installation of 2-sided hanging video screen over Field of Play	Existing in venue IG2017
Video Capture	Live Broadcast venue feed available to Sports Presentation In-venue crowd/entertainer interaction roaming camera crew	Host Broadcaster Sports Pres vendor
Lighting System	Show lighting, potential athlete entrance tunnel, specifics to be discussed	Sports Pres vendor
Field Entertainment	Announcers, music, in-venue entertainers for breaks in competition, competitor introductions, crowd engagement	Sports Pres vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided Management and delivery of Medal Ceremonies	IG2017 Sports Pres vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Pres vendor

Ryerson's Mattamy Athletic Centre - Coca Cola Court

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	16 overhead speakers. AV room located on the 3rd floor suite	Existing in venue
Video Board	<i>Not Required. Scoreboards provided by IG2017</i>	
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	Existing Field of Play lighting, no sports presentation lighting required	Existing in venue
Field Entertainment	Announcers, music	Sports Presentation vendor
Medal Ceremonies	<i>Not Required</i>	
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Toronto Pan Am Sports Centre - Pool

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Existing system used in similar events.	Existing in venue
Video Board	Existing videoboard in place.	Existing in venue
Video Capture	Live Broadcast venue feed available to Sports Presentation	Host Broadcaster
	In-venue crowd/entertainer interaction roaming camera crew	Sports Presentation vendor
Lighting System	Existing Field of Play lighting, no sports presentation lighting required	Existing in venue
Field Entertainment	Announcers, music, in-venue entertainers for breaks in competition, competitor introductions, crowd engagement	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Toronto Pan Am Sports Centre - Gym

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Existing public address system suitable for announcers and music.	Existing in venue
Video Board	Existing hanging videoboard and technical table scoreboards in place	Existing in venue
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	Existing Field of Play lighting, no sports presentation lighting required	Existing in venue
Field Entertainment	Announcers, music	Sports Presentation vendor
Medal Ceremonies	<i>Not Required</i>	
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

York Lions Stadium

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Existing public address system suitable for announcers and music. AV Control suite on level 4	Existing in venue
Video Board	50-foot-wide by 25-foot-high video board with high definition. Field-level scoreboards and score clocks in place	Existing in venue
Video Capture	Live Broadcast venue feed available to Sports Presentation	Host Broadcaster
	In-venue crowd/entertainer interaction roaming camera crew	Sports Presentation vendor
Lighting System	Existing Field of Play lighting, no sports presentation lighting required	Existing in venue
Field Entertainment	Announcers, music, in-venue entertainers for breaks in competition, competitor introductions, crowd engagement	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Fort York National Historic Site

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Audio system required for up to 1,000 people	Sports Presentation vendor
Video Board	Recommendation: 9'x15' video trailer, or mobile digital video truck solution (Local suppliers include Solotech, WildOnMedia, and more)	Sports Presentation vendor
Video Capture	Feature static target and archer coverage for finals sessions	Sports Presentation vendor
Lighting System	<i>Not required</i>	
Field Entertainment	Announcers, music	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided Management and delivery of Medal Ceremonies	IG2017 Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Toronto Island Parks

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Audio system required for up to 1,000 people, covering approximately 200m distance at the Start and Finish area.	Sports Presentation vendor
Video Board	<i>Not Required</i>	
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	<i>Not required</i>	
Field Entertainment	Announcers, music	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Nathan Phillips Square

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Audio system required for up to 1,000 people	Sports Presentation vendor
Video Board	<i>Not Required. Scoreboard provided by IG2017</i>	
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	<i>Not required</i>	
Field Entertainment	Announcers, music	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

St. George's Golf & Country Club

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Basic audio system with microphone at first tee for competitor introductions	Existing in venue
	Temporary audio system for medal ceremonies at 18th green to serve up to 300 people	Sports Presentation vendor
Video Board	<i>Not Required. Manual leaderboard provided by IG2017</i>	
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	<i>Not required</i>	
Field Entertainment	Announcers. Potential for bagpiper to pipe in golfers on first tee (STG tradition)	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

Jaguar Land Rover Driving Challenge Venue

RESOURCES	DETAIL - MINIMUM STANDARD	RESPONSIBILITY
Audio System	Temporary audio system for up to 300 people	Sports Presentation vendor
Video Board	<i>Not Required.</i>	
Video Capture	Broadcast ENG crews	Host Broadcaster
Lighting System	<i>Not required</i>	
Field Entertainment	Announcers and music	Sports Presentation vendor
Medal Ceremonies	Team of Cadets (or similar) available as ceremony procession team. No flags or national anthems required. Invictus anthem and podium solution provided	IG2017
	Management and delivery of Medal Ceremonies	Sports Presentation vendor
Communications	1x IG2017 radio provided for integration with venue team, additional radios required to be provided by sports presentation vendor	Sports Presentation vendor

SCHEDULE B

RATES AND INVOICING

A. Rates

