



SOCIÉTÉ DU MUSÉE CANADIEN DES CIVILISATIONS
CANADIAN MUSEUM OF CIVILIZATION CORPORATION



REQUEST FOR PROPOSALS

FOR

**Fabrication of Components and Graphic Production for the travelling
exhibition: *Kids Celebrate !***

REQUIRED BY

The Canadian Museum of Civilizations Corporation (Contracts Section)

PROPOSAL SOLICITATION REFERENCE: CMCC-2112

DATE OF SOLICITATION: June 12th, 2013

DATE & TIME OF CLOSING: July 3rd, 2013 at 2:00 P.M.

PART I - GENERAL INFORMATION

ARTICLE 1: PROJECT SUMMARY

The Canadian Museum of Civilization (CMC) requires the services of a company to undertake the building of structural elements and the production of graphics for a travelling exhibition, and to undertake pre-installation of all components within an established timetable and budget. The exhibition will include five showcases containing various objects, three audiovisual elements, and two electronic interactive components. It will not be presented at the CMC, although pre-installation will be carried out in Gallery A at the CMC in order to complete the exhibition installation manual, and to test the various elements before the exhibition goes out on tour.

Period of Agreement: From July 12th, 2013 to August 30th, 2013.

ARTICLE 2: CONTRACT DOCUMENTS

The Contract documents governing this Request for Proposals consist of:

- Request for Proposals
- Proponent Instructions, Information and Conditions
- Proposal Preparation Instructions
- Annex 1- Scope of Works and Evaluation Criteria
- Appendix A : Final design of the exhibition as well as the graphics are detailed (and French translation).
- Appendix B and downloaded at the following site <https://www.box.com/s/webmwdpp05mrpk0juu85> for the production of samples.
- Sample images
- Combined Graphics Drawings
- Annex 2 - General Terms and Conditions
- Annex 3- Forms
- Cost Breakdown grid.
- Annex 4- Competition ID Page
- Addenda issued during the tender period (if applicable)

ARTICLE 3: TERMINOLOGY

The term '**Bidder**' or '**Proponent**' used in this Request for Proposal means the entire Proponent's team and any consultants as described within this Invitation to Tender.

The term '**Contract Documents**' means those documents described in Article 2 above.

The term '**Contractor**' used in this Request for Proposal means the firm selected to enter into a Contract for providing the products and/or services of this Invitation to Tender.

The term '**Consultant**' used in this Request for Proposal means the person or entity identified as such in the Contract. The Consultant is the architect, the engineer, or the entity licensed to

practice in the province or territory of the Place of the Work. The term Consultant includes the Consultant or the Consultant's authorized representative. Whenever the Specifications or Drawings refer to "Architect" or "Engineer" it shall be understood to mean Consultant as defined herein. "Consultant" or "Engineer" is one and the same and means the person, firm or corporation responsible for the design, engineering and field inspection of the Work, including the preparation of drawings and specifications forming part of the Contract Documents.

The term '**RFP Closing Date**' used in this Request for Proposal means the time set out in the covering page of this Proposal at which no further Proposals could be submitted pursuant to CMCC's Request for Proposal for performance of the Work.

The term '**Subcontractor**' used in this Request for Proposal means a person or entity having a direct Contract with the Contractor to perform a part or parts of the Work, or to supply Products worked to a special design for the Work.

ARTICLE 4: DOCUMENT EXAMINATION

Upon receipt of the Request for Proposal Documents, Proponents should verify that they are complete; if they are incomplete, immediately notify the Contract Section.

ARTICLE 5: COMMENCEMENT OF THE SERVICES

The submission of a Proposal constitutes the Proponent's agreement to commence the services promptly and to execute the services as required and when requested, without interruption, until completion.

Upon receipt of a letter of acceptance, the Contractor shall immediately proceed with the necessary preparations, in order to avoid delay to the schedule.

PART II -
PROPONENT INSTRUCTIONS, INFORMATION AND CONDITIONS

ARTICLE 1: SUBMISSION OF PROPOSALS

1.01 This is a request (hereinafter referred to as the “RFP”) that Proposals be developed and submitted to CMCC setting out the alternative means by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory requirements. CMCC will consider entering into Contract for the implementation of the most acceptable Proposal which will be determined having regard to the evaluation factors set out in this RFP. In addition, the Proposal will be measured against the Contract terms and conditions set forth in this RFP.

1.02 It is the Proponent’s responsibility to:

- (a) Return a duly completed and signed original of the included **Proposal Form and Cost Breakdown;**
- (b) Direct its Proposals only to the Bid Receiving Address listed on the **Competition ID PAGE;**
- (c) Ensure that the Proponent’s name, the RFP reference number, and the RFP Closing Date and Time are clearly visible;
- (d) Provide a comprehensive and sufficiently detailed Proposal, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

Timely and correct delivery of Proposals to the specified Bid Receiving Address prior to the RFP Closing Date is the sole responsibility of the Proponent. CMCC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of Proposals are the responsibility of the Proponent.

1.03 CMCC reserves the right to accept the Proposal that it deems in its sole discretion most advantageous, notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or otherwise, and the right to reject any and all Proposals without giving any notice of reasons. The Proposal having the lowest cost to CMCC or any Proposal will not necessarily be accepted. Unless otherwise specified in the Contract documents, CMCC may take into account any criteria that it desires including, without limitation, the following (not necessarily in order of importance):

- (a) The ability of the Proponent to complete the Work required in the Proposal;
- (b) The reputation and experience of the Proponent;
- (c) Price;
- (d) The amount of local labour and materials;

- (e) Completion date;
- (f) CMCC's (positive or negative) relationship with any Proponent;
- (g) The use of equivalence-alternates.

CMCC is not obliged to inform the Proponent of the relative weight to be given to any particular evaluation criteria, to open the RPFs publicly, or to provide reasons to any Proponent with respect to any use of CMCC's discretion.

- 1.04 Proposals may be accepted by CMCC in whole or in part without prior negotiation. CMCC may award one or more Contracts to conduct the required Work.
- 1.05 Proposals will remain irrevocable and open for acceptance for a period of not less than sixty (60) days from the RFP Closing Date.
- 1.06 While CMCC may enter into Contract without negotiation, CMCC reserves the right, in its sole discretion, to seek further information from, or clarification of, any Proposal submitted by any Proponent, and to negotiate with any Proponent, or with more than one Proponent concurrently, in respect of any of the terms and conditions of the Proposals. CMCC is not required to offer any modified terms and conditions to any other Proponent. CMCC is entitled to utilize information or clarifications received from any Proponent. CMCC may make such investigation as it deems necessary to determine the ability of any Proponent and its named Subcontractors to perform the Work and may utilize the results of such investigation in awarding the Contract.
- 1.07 Proposal documents and supporting information may be submitted in either English or French.
- 1.08 Proposals received on or before the RFP Closing Date and Time will become the property of CMCC and will not be returned. All Proposals will be treated as CONFIDENTIAL, subject to the provisions of the Access to information Act (Canada) and Privacy Act (Canada) and any other relevant laws and regulations.
- 1.09 CMCC reserves the right to cancel and/or reissue the RFP at any time and for whatever reasons.
- 1.10 If any addenda are issued prior to the RFP Closing Date, CMCC will attempt to provide all such addendums to all known Proponents and will become part of the Contract. However, it is the Proponent's responsibility to ensure that all addendums are incorporated into their Proposal.
- 1.11 The successful Proponent will be required to enter into a Contract agreement with CMCC using CMCC's Standard Contract form without alterations [which will include the General Terms and Conditions contained herein as Annex 2]. A copy of this form is available for review by the Proponent. All Proponents guarantee that if their Proposal is withdrawn before the CMCC shall have considered the Proposals or before or after they have been notified that their Proposal has been accepted by CMCC or, should any Proponent fail, refuse or be unable to enter into a Contract with CMCC within seven (7) working days of acceptance by CMCC of the Proposal, then the Museum may retain the Proposal deposit for the use of CMCC and may accept any Proposal, advertise for new Proposals, negotiate

a Contract with any other Proponent who has submitted a Proposal acceptable to CMCC and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by CMCC over and above the Proposal deposit. The CMCC shall be entitled to rely on this provision even if the Contractor has commenced the Work in accordance with section 5 of part V of this Request for Proposals.

- 1.12 If the Contract Documents contain any discrepancy, omission, inconsistency or ambiguity, the Proponent must notify CMCC immediately. Upon receipt of such notification, CMCC will undertake to provide all Proponents with more complete instructions, if possible. If a Proponent fails to provide such notification, the Proponent agrees that the interpretation placed upon the Contract Documents by CMCC will govern.

ARTICLE 2: LATE BIDS

- 2.01 It is CMCC's policy to return, unopened, Proposals delivered after the RFP Closing Date and time.

ARTICLE 3: ENQUIRIES

- 3.01 All enquiries or issues concerning this RFP must be submitted in writing to the Contracting Authority named below as early as possible during the period of the RFP.
- 3.02 **Enquiries must be received by the Contracting Authority no later than June 25th, 2013 at 04:00 P.M.** to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the RFP Closing Date.
- 3.03 To ensure consistency and quality of information provided to Proponents, the Contracting Authority will provide, simultaneously to all Proponents to which this RFP has been sent, any information with respect to significant enquiries received and the replies to such enquiries, without revealing the sources of the enquiries.
- 3.04 **All enquiries and other communications with CMCC's officials or representatives throughout the RFP period are to be directed ONLY to the Contracting Authority named below. Non-compliance with this condition during the RFP period may (for that reason alone) result in disqualification of a Proposal.**
- 3.05 Meetings will not be held with individual Proponents prior to the RFP Closing Date.
- 3.06 **Contracting Authority:**

The Canadian Museum of Civilization Corporation
Contracts Section
100 Laurier Street
Gatineau, Quebec K1A 0M8

Attention: **Sylvie Parent**
Telephone: (819) 776-8203
Fax: (819) 776-8535
E-mail: **sylvie.parent@civilization.ca**

ARTICLE 4: PROPOSAL COSTS

4.01 The Proponent agrees that CMCC's sole obligation, in return for the Proponent's preparation and submission of its Proposal, is to give consideration to the Proposal in accordance with the Contract Documents. CMCC and any of its officers, employees, assigns, agents or representatives shall not be liable to the Proponent or any of its officers, employees, assigns, independent contractors, Subcontractors, agents or representatives for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages or liabilities arising out of or by reason of or attributable to this RFP including, without limitation, the cost of preparing or submitting a Proposal and any anticipated profits and contributions to overhead.

ARTICLE 5: METHOD OF PAYMENT

5.01 CMCC, now being a Crown Corporation, can offer to pay its contractors sooner in return for a discount replacing the 30 (thirty) days' payment now in effect. Contractors interested in this should indicate so in their Proposal. All discounts will be calculated from the proposed rates included in your Proposal on award of Contract.

- (a) Payment by CMCC for the Work shall be made within thirty (30) days following the date on which all of the Work has been completed in accordance with the terms of the Contract, or within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract, whichever date is later.
- (b) If CMCC has any objection to the content of the invoice or the substantiating documentation, CMCC shall notify the contractor of the nature of the objection, within thirty (30) days of its receipt. The Contractor agrees to provide clarification as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that CMCC may withhold payment until such time as the objection has been cleared to the satisfaction of CMCC.
- (c) All payments for work carried out shall be made to the Contractor. It is understood that no payments shall be made by CMCC to any Subcontractors or their parties to this Agreement.

ARTICLE 6: INSPECTION AND ACCEPTANCE

6.01 The Work performed under any Contract resulting from this RFP shall be subject to inspection and acceptance by the Project Authority designated in the Contract.

ARTICLE 7: DEBRIEFING

7.01 Debriefings shall be offered to Proponents on written request only, and provided such request is received by CMCC within ten (10) days from award date. These sessions can be conducted by either telephone conference or personal meeting, at the option of CMCC. Written summaries of debriefings are not provided.

PART III -
**PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION
PROCEDURES**

ARTICLE 1: ELECTRONIC TRANSMISSION AND SUBMISSION OF PROPOSALS

NOTICE: PROPOSALS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED
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- 1.01 Due to the nature of this RFP, electronic transmission of Proposals by such means as electronic mail or facsimile to CMCC's Contracts Section is not considered to be practical and therefore will not be accepted.
- 1.02 Proposals (**in four (4) copies**) **MUST** be delivered and stamped with the date and time of remittance at the bid box, to the location and by the closing time and date listed on the **Competition ID Page** and on page 1 of this RFP document and on any other addenda modifying that date. The Proposals **must** be accompanied by the **Competition ID page** contained herein as an annex.
- 1.03 The Proponents should ensure that the Proponent's name and return address, the "Tender solicitation number" and the bid closing date appear legibly in their Proposals as well as on the outside of the envelope containing the Proponent's Proposal.
- 1.04 The Proponents must duly fill and sign the PROPOSAL FORM contained herein as an annex. Furthermore, Proponents must also ensure that all pricing information be submitted in a separate document within their Proposals.
- 1.05 The Proponents should provide a single point of contact for further communications with CMCC. It shall be this contact person's responsibility to disseminate the information to his/her company or group of companies. The contact information should at least contain the name, title, phone #, fax #, and E-mail address. CMCC will conduct all communications during the RFP process through this designated contact person.

ARTICLE 2: EVALUATION PROCEDURES

- 2.01 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Annex 1**.
- 2.02 An evaluation team will evaluate the Proposals on behalf of CMCC. The results of the Proposal evaluation according to the criteria will be the prime tool in the overall evaluation; however, the method of payment (see Method of Payment clause) will also be considered in the overall evaluation to determine the Proposals that offer the best value to CMCC. CMCC reserves the right to enter into negotiations concerning price.
- 2.03 The final decision on the selection of a Contractor to perform the Work in question may be contingent on the results of a meeting with the proposed evaluation team.
- 2.04 The evaluation team reserves the right but is not obliged to perform any of the following:

- (a) seek clarification or verify any or all information provided by the Proponent with respect to this RFP;
- (b) contact any or all of the references supplied and to interview, at the sole costs of the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement, at CMCC's locations, on forty-eight (48) hours' notice, to verify and validate any information or data submitted by the Proponent.

ARTICLE 3: PRICE PROPOSALS

3.01 As part of this RFP, the Proponent is required to provide a detailed breakdown of his/her price proposal (i.e. hourly rate, upset fee, proposed upset disbursements), including all of the following, if applicable and to submit pricing for each component separately.

- (a) Professional services: Indicate the professional category of the Proponent(s) with a single fixed rate.
- (b) Subcontractors: List individually any Subcontractors proposed by name, outline responsibility for the Work to be performed by each, and give fixed rate for each Subcontractor proposed.
- (c) Goods and Services Tax (GST) and the Provincial Sales Tax (PST): The GST and the PST will be excluded from Proposal prices and must be separately indicated in the price proposal
- (d) **Proponents must also ensure that all pricing information is submitted in a separate document within their Proposals from the other information provided.**

ARTICLE 4: PROPOSAL PRESENTATION

4.01 Your Proposal should be **concise** and should address, but not necessarily be limited to, the following points:

- (a) State your approach and proposed methodology to meet the requirements, the degree of success expected, and any major difficulties that are anticipated. It is suggested you provide sufficient detail to demonstrate your grasp of the requirements and your ability to fulfil them.
- (b) State your request, if any, for deviations from the requirements, specifying the reason for such deviations.
- (c) Provide information detailing your experience and qualifications, including examples of the most recent contract you worked on relevant to this type of project.
- (d) Any information requested under Annex I

- 4.02 It is the responsibility of the Proponent to obtain any necessary clarification of the requirements contained herein prior to submitting a Proposal. A discrepancy or omission shall not limit the obligations of the Proponent to perform the Work described in the Contract Documents.
- 4.03 The Proposal must be signed by the Proponent or by an authorized representative of the Proponent. In the event of a Proposal submitted by a contractual joint venture, all members of the joint venture shall either sign the Proposal or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.

PART IV – ANNEXES

ANNEX 1 - SCOPE OF WORK AND EVALUATION CRITERIA

**Fabrication of Exhibition Components and Production of Graphics
 Canadian Museum of Civilization
*Kids Celebrate!***

A Travelling Exhibition created by the Canadian Museum of Civilization

Key Information

Dates and Presentation	<ul style="list-style-type: none"> • Pre-installation at the CMC: August 12 to August 30, 2013 • Tour begins in October 2013
Size	<ul style="list-style-type: none"> • 1,200–1,500 ft²
Type	<ul style="list-style-type: none"> • Travelling exhibition
Location	<ul style="list-style-type: none"> • Pre-installation in Gallery A • The first tour is expected to remain in Canada

1.0. Overview

The Canadian Museum of Civilization (CMC) requires the services of a company to undertake the building of structural elements and the production of graphics for a travelling exhibition, and to undertake pre-installation of all components within an established timetable and budget. The exhibition will include five showcases containing various objects, three audiovisual elements, and two electronic interactive components. It will not be presented at the CMC, although pre-installation will be carried out in Gallery A at the CMC in order to complete the exhibition installation manual, and to test the various elements before the exhibition goes out on tour.

2.0. Exhibition

2.1. Context

Kids Celebrate! will be a travelling exhibition offered through the CMCC Travelling Exhibitions Program. The theme of the exhibition is special celebrations. Celebrations are part of our traditions; they transmit values and stories; and they bring together Canadian families, communities and cultures throughout the year.

2.2. Description

Design Overview

The exhibition is composed of five zones:

1. A central area represented by a birthday cake, which serves as an orientation hub
2. Fall
3. Winter
4. Spring
5. Summer

The final design of the exhibition, as well as the graphics, are detailed in Appendix A or you may choose to download the files here:

Final design: <https://www.box.com/s/eel9or1kv3i929e6d8dz>

Graphics: <https://www.box.com/s/5wzmm0pz2y9af4gvichr>

2.3. Overview of Content

- Approximately 12 objects that are not artifacts, most of which will be presented in showcases integrated into exhibition components
- Dress-up costumes and game items (developed by others)
- Craft materials such as scissors, coloured pencils (developed by others)

Audiovisual and electronic components (developed by others):

- Fall:
 - Light Wall
 - Video presentation: *Lights for Gita*
- Winter:
 - Flash interactive: Chinese horoscope
 -
- Spring:
 - Interactive: Tree planting
- Summer:
 - Video presentation: Fireworks set off by bicycles

To better understand and visualize the exhibition, please download the following links:

3D exhibition walkthrough: <https://www.box.com/s/0g05uncy9wx1on19lrd1>

3D rotating overview: <https://www.box.com/s/18wt3y7a0p4s331nv96w>

2.4. Status of Work

By the time the company has been selected, the graphic files will be ready to be printed.

3.0. Scope of Work

The company's scope of work includes the products and services indicated below.

3.1. Production of exhibition structures and furniture

3.2. Production of structures for audiovisual elements

3.3. Production of specialized elements

3.4. Production of graphics

Production includes printing, assembly, supervision, inspection and installation of all graphic elements, using files provided by the CMC.

3.5. Pre-Installation

This involves installation in Gallery A of all exhibition elements constructed or provided. The company must be onsite and ready to react quickly as required—e.g., making adjustments to a given component.

3.6. Project Documentation

This includes consolidation and organization of all documentation created during the development and fabrication process, as well as provision of documentation and updates, as required, to the project manager.

Unlike exhibitions that are more conventional in design and treatment, **Kids Celebrate!** has been adapted to a young audience. Certain walls, for example, represent house fronts, trees and even bicycles. All graphics must be adapted to fit these complex structures.

In addition, the exhibition team has been asked to ensure that the exhibition can be easily adapted, either French or English, subject to which language is prevalent in the venue where it will be presented. This means that some of the graphics will be attached with Velcro® to facilitate text adaptation. To ensure that all texts remain firmly affixed, they are attached only to specific places on the walls. It is important that these elements be constructed by the same company, at the same time, to ensure that they are fully integrated. If a subcontractor is required for production of this part of the project, the company must provide the name, expertise and experience of the subcontractor.

4.0. Roles and Responsibilities

4.1. Exhibition Team

The exhibition team for this project is composed of a project manager, interpretive planner, and exhibition curator. An exhibition design firm was hired to develop the various stages in the project, up to the creation of a final design and graphics.

The project manager will supervise interaction between the company the exhibition team, and ensure that the work meets the requirements of the project and the established work plan. The company will receive documentation and instructions through the project manager. The company will provide all deliverables to the latter, who is responsible for getting the necessary approvals.

4.2. Company

The company will be responsible for the construction and installation of all exhibition structures, as well as the production and installation of graphic elements *based on the documentation provided by the project team and the design firm, while also adhering to the budget and schedule outlined in this project.*

5.0. Methodology and Deliverables

This project has four (4) stages: planning; building of structures and production of graphics; pre-installation and adjustments; and post-installation.

Because working closely with the exhibition team is an important part of this project, the company must include time for meetings with the project manager and the design manager. A maximum of 10 hours will be allocated for meetings, based on a calendar established between the team and the company.

5.1. Work Plan

Before beginning work, the exhibition team and the company will undertake a detailed study of project requirements, challenges related to construction and graphics, and the delivery dates for all elements.

5.2. Building of Structures and Production of Graphics

Based on plans provided for the project, the company will produce all elements for the project, including graphics. Following approval from the project manager, the company will implement all reasonable adjustments or changes required to deliver a final product that falls within the project budget. These adjustments/changes will be undertaken without additional cost to the CMC. If supplementary costs are expected as a result of major unforeseen required modifications, the company must provide an estimate of costs beforehand. In such cases, approval from the project manager and an amendment to the contract, signed by both parties, will be required before undertaking the work.

5.3. Pre-Installation

Pre-installation will be undertaken in Gallery A of the CMC. This pre-installation process is meant to ensure that all elements meet the specifications provided in the request for proposal. The company will provide all necessary inspection and supervision for the installation, and will correct any identified problems.

5.4. Post-installation

The company will participate, with the project manager and the design manager, in a final inspection of all design elements, to ensure that all problems have been identified and corrected and that all documentation are updated. The company will transfer all final documentation to the project manager.

6.0. Key Dates

STAGES	DATES
Initial meeting	July 12, 2013
Delivery of files	July 12, 2013
Samples before production begins	July 15–18, 2013 (4 days)
Construction/graphics production	July 15 to August 9, 2013 (4 weeks)
Installation	August 12 to August 16, 2013 (1 week)
Adjustments	August 19–30, 2013 (2 weeks)

7.0. Evaluation Criteria

1. Provide a brief description of the company and its sub-contractors (if applicable), including years of experience in the areas of construction of exhibition structures and the production of graphics.

2. Provide at least (3) examples of projects undertaken within the past five years that are similar in size, nature and scope to the current project (construction and graphics). Use examples that illustrate the experience of the company in this area.

For each identified project, provide a brief description of the exhibition project, its design, its budget, and its size and the production timeframe.

3. In 500 words or less, explain the company’s approach to construction and graphics production, as well as the methodology proposed to meet project criteria. Provide sufficient details to demonstrate the company’s understanding of the potential challenges and its ability to overcome them.

4. Please indicate your Project Management strategies.

5. Samples: Bidders are required to produce four (4) samples of approximately 24" x 24" each. These samples will be evaluated for the overall quality of craftsmanship, and for the ability of the Bidder to replicate the samples precisely as indicated. These files can be viewed in Appendix B and downloaded at the following site <https://www.box.com/s/webmwdpp05mrpk0juu85>

At the back of each sample please identify;

- The sample number
- Your company name
- Indicate the specifications (in order to confirm that these have been met)

FIRMS THAT DO NOT PROVIDE THE SAMPLES REQUIRED AS PER SPECIFICATIONS WILL BE PENALIZED ON THEIR SAMPLE EVALUATION.

Optional samples can be submitted separately **as long as the required samples are submitted (as per the specifications in the RFP)**. Please identify your company name and the specifications. The optional sample will not be evaluated if the required samples, as per the RFP specifications, are not submitted. All submitted samples will remain the property of the CMC, and will not be returned.

Sample 1

3/8" tempered Masonite or MDF covered with inkjet laminated graphic glued with latex bond:

- Inkjet digital print (1440 dpi) on polyester, 5 mil
- Face lamination clear PVC film, 5 mil, cold lamination — mat surface
- Back lamination: white opaque polyester 10 mil film, heat-activated glue

Sample 2a (same specification as 2b)

3/8" clear acrylic with laminated graphic at back (optical glue) to be visible through the acrylic

- Inkjet digital print (1440 dpi)

Sample 2b (same specification as 2a)

3/8" clear acrylic with laminated graphic at back (optical glue) to be visible through the acrylic

- Inkjet digital print (1440 dpi)

Sample 3:

3/8" Sintra (foam PVC panel) with Velcro® anchor and black bevelled edges (wall graphic panel, removable)

- Inkjet digital print (1440 dpi) on polyester, 5 mil

6. Provide a detailed breakdown of the costs for this project (see grid), particularly in relation to the following points:

- Building of structures and furniture
- Production of graphics
- Pre-Installation
- Meetings
- Samples after contract is awarded and before production begins:
 - Stained wood sample 12" X 12"
 - Clear coat wood sample 12" X 12"

- Prop turkey on white plate assembly (KC-4.1.1)
- 4 additional graphic samples 24" X 24" (to be determined)
- EVA foam sample for each colour indicated on the plans (6" X 6")
- Sample for each colour indicated on the plans (6" X 6")

vi. Other costs: to be specified

8.0. Evaluation Criteria

Each proposal will be evaluated based on the criteria outlined below. Only proposals with at least 42 out of 60 points (on technical evaluation) will be retained for an evaluation based on the cost submission.

FACTORS	POINTS
1. Experience and expertise of the company and its identified team (including sub-contractors if applicable), and demonstration of an ability to fulfil the requirements of the project. Demonstrates experience in construction and graphic production of complex interpretive museum exhibitions.	10
2. (3) examples of projects within past five years similar in size and scope.	15
3. Methodology proposed. Demonstrates understanding of the project's parameters of potential challenges.	10
4. Project management strategy	10
5. Samples for evaluation	15
6. Cost (refer to cost breakdown grid in attachment)	40
TOTAL	100

ANNEX 2 – GENERAL TERMS AND CONDITIONS

1. Definitions

- a) “Agreement” means the Call-Up contract, Agreement or Contract to which these general terms and conditions relate.
- b) “Consultant” means any architect, engineer or other entity responsible for the design, engineering and field inspection of the Work.
- c) “Contractor” means those persons who have been selected to perform the Work.
- d) “Subcontractor” means those permitted persons who perform part of the Work on behalf of the Contractor.
- e) “Work” means the services or products to be supplied by the Contractor pursuant to the Call-up Contract, Agreement or Contract to which these general terms and conditions relate.

2. Taxes

All amounts payable under this Agreement shall be exclusive of applicable provincial sales tax, goods and services tax and any other taxes applicable to the Work to be provided under this Agreement..

3. Language of this Agreement

This Agreement will be drawn up in English or in French, depending on the language requested by all parties hereto.

4. Invoicing

Notwithstanding the foregoing, no amount shall be payable by CMCC hereunder unless the Contractor has submitted an invoice therefore pursuant to the payment schedule described in this Agreement. All invoices must clearly show this Agreement number and be submitted in writing to CMCC at the following address:

Canadian Museum of Civilization Corporation
Accounts Payable
100 Laurier Street
Gatineau, Quebec – K1A 0M8

All invoices shall set out applicable taxes separately. In addition, the Contractor’s appropriate tax registration numbers shall be clearly displayed on every invoice.

- (a) The Contractor acknowledges that payment of invoices submitted to CMCC shall be paid on the latter of the following two dates:
 - i) within thirty (30) days following the date on which all of the Work has been completed in accordance with the terms of the Agreement; or

- ii) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Agreement.

Note: The payment period may be adjusted in consideration of any payment discount in the Contractor's Proposal.

If CMCC has any objection to the content of the invoice or the substantiating documentation, CMCC shall, within thirty (30) days of its receipt, notify the Contractor of the nature of the objection. The Contractor agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that CMCC may withhold payment until such time as the objection has been cleared to the satisfaction of CMCC.

5. Commencement and Performance of the Contractor's Work

The Contractor shall not commence Work until a written Agreement has been executed by both parties or unless the Contracting Authority provides the Contractor with written authorization to proceed with the Work at an earlier time.

The Contractor agrees to carry out the Work promptly and efficiently in accordance with the terms and conditions of this Agreement and in accordance with the standards of quality acceptable to the industry.

6. Delays

Time shall be of the essence of this Agreement. Notice in writing of any occurrence causing or likely to cause delay shall be given promptly to CMCC by the Contractor. If by reason of force majeure or other cause beyond the reasonable control of the Contractor, any of the Work has been or is likely to be delayed, CMCC may, at its sole discretion, extend the time for completing the Work so delayed.

7. Project Authority

The Project Authority's powers and responsibilities shall be as follows:

- a) the Project Authority manages the Work and is accountable for its complete lifecycle;
- b) the Project Authority is responsible for all queries related to the Work;
- c) when required, the Project Authority recommends, with proper justifications, the granting of extensions and/or amendments to the Contract;
- d) the Project Authority certifies the Contractor's invoices that work has been completed according to contract;
- e) the Project Authority authorizes the project closure;
- f) the Project Authority produces and communicates Contractors' performance data.

8. Contract Authority

The Contracting Authority's powers and responsibilities shall be as follows:

- a) the Contracting Authority is responsible for all queries related to the terms of the Contract and for its amendments;
- b) the Contracting Authority has the sole power to authorize any changes to the Contract;
- c) the Contracting Authority has the sole power to contractually bind the corporation;
- d) the Contracting Authority is responsible for dispute resolution arising out of the Contract.

9. Termination with Notice

CMCC may, at any time, by giving notice to the Contractor, terminate or suspend this Agreement with respect to all or any part or parts of the Work not completed.

Provided the Contractor is not in breach of its Agreement, all Work completed by the Contractor to the satisfaction of CMCC, before the giving of such notice, shall be paid for by CMCC in accordance with the provisions of this Agreement. Where there are no provisions in this Agreement with respect to the Contractor's cost, CMCC shall pay such sum as CMCC shall determine to be the Contractor's reasonable costs.

Payment and reimbursement under the provisions of this Agreement shall be made only to the extent that it is established to the satisfaction of CMCC that the cost and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of this Agreement or the part thereof so terminated.

The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by CMCC under the provisions of this Article except as expressly provided herein.

10. Termination for Cause

CMCC may, by written notice to the Contractor, terminate the whole or any part of this Agreement if:

- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or;
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or, in CMCC's view, so fails to make progress and thus endangers performance of this Agreement in accordance with its terms.

In the event that CMCC terminates this Agreement in whole or in part, CMCC may arrange, upon such terms and conditions and in such manner as CMCC deems appropriate, for the work to be completed, and the Contractor shall be liable to CMCC for any costs relating to the completion of the Work which are in excess of the consideration set forth in this Agreement.

Upon termination of this Agreement under this Article, CMCC may require the Contractor to deliver and transfer title to CMCC, in the manner and to the extent directed by CMCC, of any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of this Agreement. CMCC shall pay the Contractor, for all such finished work delivered pursuant to such direction and accepted by CMCC, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to CMCC pursuant to such direction. CMCC may withhold from the amounts due to the Contractor such sums as CMCC determines to be necessary to protect CMCC against excess costs for the completion of the Work.

11. Security Clearances

A security clearance must be processed before gaining access to the Corporation's buildings; the Contractor shall submit to CMCC, before commencement of the Work, the names of all persons who will be present at the place of Work, whether inside or outside the area of Work and who are involved with the Work, whether they are employees of the Contractor or Subcontractors. The Contractor and all Subcontractors shall agree to submit, if required to do so by CMCC, the following security screening forms in a duly completed manner, for themselves and for any other persons who will be assigned to work on their behalf on this project, before commencing the Work: Declaration Regarding Criminal Convictions, Consent to Disclosure of Personal Information parts (1) Reliability, (2) Criminal record, (3) Credit and (4) any other security clearance form reasonably required by CMCC. The Contractor agrees to only allow favourably screened personnel on the Work site as determined by CMCC.

12. Status of the Contractor

This Contractor is engaged under this Agreement as an independent contractor. Neither the Contractor nor any of his/her personnel is engaged as an employee, servant or agent of CMCC. The Contractor further agrees to be solely responsible for any and all payments and/or deductions required to be made respecting unemployment insurance, worker's compensation, income tax or such other payments or deductions.

13. Powers of CMCC

CMCC is the agent of Her Majesty the Queen in the Right of Canada for all purposes of this Agreement. Nothing contained in or omitted from this Agreement shall restrict any right or power of Her Majesty the Queen or of CMCC existing under any Act of the Parliament of Canada or otherwise. Every right or power of CMCC under this Agreement or otherwise shall be cumulative and non-exclusive.

14. Assignment and Subcontracting

The Contractor may not assign this Agreement or subcontract any portion of the Work without the prior written consent of CMCC, which consent may not be unreasonably withheld. No subcontract, if permitted by CMCC, shall relieve the Contractor from any of his/her obligations under this Agreement or impose any liability upon CMCC. Subcontractors if permitted, must conduct all Work in accordance with the Terms and Conditions inherent in this Agreement

15. Indemnity against Claims

The Contractor shall at all times indemnify and hold harmless CMCC, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under Worker's Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Contractor) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by CMCC arising out of or in any way connected with this Agreement, whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen solely out of CMCC's negligence. The Contractor shall also indemnify and hold harmless CMCC with regard to any action or claim for infringement or alleged infringement by the Contractor of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by CMCC.

16. Representation by Contractor

The Contractor warrants that he/she is competent to perform the Work required under this or any other CMCC Agreement in that the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively.

The Contractor warrants that he/she shall provide under this Agreement a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

The Contractor warrants that he/she has complete authority to enter into this Agreement.

17. Accounts

The Contractor shall:

- (a) keep accounts and records of the cost of performing this Agreement and keep all documents relating to such costs and, unless he obtains the prior written consent of CMCC to otherwise dispose of such accounts, records and documents, preserve them for a period of six (6) years from the end of the calendar year in which this Agreement is terminated or completed; and
- (b) on demand, produce to CMCC every account, record or document mentioned in paragraph 18(a) that may be required of him/her and permit CMCC to examine, audit and take copies and extracts from such accounts, records or documents.

18. Bribery and Conflict of Interest

The Contractor represents and warrants that:

- (a) no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this Agreement by the Contractor; and
- (b) the Contractor has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and
- (c) the Contractor has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Work.

19. Confidentiality

The Contractor acknowledges that the present Agreement and all information issued, used or disclosed to the Contractor in connection with the Work or while carrying out the Work, including any personal information within the meaning of the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), excluding CMCC's information available to the public, are private and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures necessary, including those set out in any instructions issued by CMCC, for the protection of the aforesaid confidential information against espionage, sabotage, fire, theft and other risks of loss or damage. The Contractor further agrees that it will use such confidential information solely on behalf of CMCC and for CMCC's purposes and not on its own behalf or for its own purposes and the Contractor shall at all times comply strictly with this Agreement in such manner as to ensure that its acts or omissions do not result in CMCC being in violation of any applicable laws governing the collection, use, disclosure or storage of information about individuals, including PIPEDA.

20. Notices

Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall, except as otherwise provided, be in writing and is effective if delivered in person, sent by registered mail, or by **electronic means** addressed to the party for whom it is intended at the address hereinafter set out and any notice, request, direction or other communication shall be deemed to have been received if delivered by person, on the day it was delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and if by electronic means, on transmission. The address of either party may be changed by notice in the manner set out in this provision.

To the Contractor: As determined in the Agreement.

To CMCC:

To the Project Authority for work-related issues and as determined in the Agreement.	To the Contracting Authority for all other related issues and as determined in the Agreement.
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21. Severability

If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall be stricken and not form part of any such Agreement. The invalidity of any provisions hereof shall not affect any remaining provisions.

22. Administrators and Assigns

Subject to the terms hereof, this Agreement shall ensure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

23. Ownership of Intellectual and Other Property Including Copyright

Technical Documentation, including all reports and prototypes produced by the Contractor in the performance of the Work under any Agreement shall vest in and remain the property of CMCC, and the Contractor shall account fully to CMCC in such a manner as CMCC shall direct for the documents and prototypes.

“Technical Documentation” means any and all recorded information, including reports, working papers relating to the service which also includes designs, reports either of a technical nature or other, photographs, drawings, plans, specifications, and computer software, whether susceptible to copyright or not.

Technical information and inventions conceived or developed or first actually reduced to practice in performing the services under Agreement shall be property of CMCC, and the Contractor shall have no rights in and to the same.

The parties hereto agree that CMCC shall be the owner of the copyrights and all literary, dramatic, musical and/or artistic works created pursuant to this Agreement and such copyrights are hereby assigned to CMCC. The assignor shall, at no additional cost, execute such further assurances and assignments as CMCC may reasonably require to evidence such assignments and to vest full equitable and legal title to such copyrights in CMCC. CMCC shall have the right to withhold final payment under this Agreement until the assignor has delivered such assurances and assignments.

24. Members of the House of Commons

No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

25. Cooperation with Other Contractors

Where in the opinion of CMCC, it is necessary that persons or workers, with or without plant and materials, be sent onto the site of the Work, the Contractor shall, to the satisfaction of CMCC, allow them access to the Work and shall cooperate with them in the carrying out of their duties and obligations.

26. Official Languages

If, in the course of completing the Work, the Contractor has to provide services or communications to the public in a location where sufficient demand exists for services in both official languages, English and French., the Contractor must comply with the *Official Languages Act*.

27. Disputes

All claims by the Contractor against CMCC relating to this Agreement shall be in writing and shall be submitted to the Contract Authority within 30 (thirty) days of the date of the occurrence giving rise to the claim. The Contracting Authority will issue its decision in writing within a reasonable time, in accordance with regulations promulgated by CMCC and taking into account such factors as the size and complexity of the claim and the adequacy of the information and support regarding the claim provided by the Contractor. Specific findings of facts are not required but, if made, shall not be binding in any subsequent proceeding. The Contracting Authority's decision on the claim shall be final and conclusive, subject to review by a tribunal of competent jurisdiction. Pending a decision from a tribunal of competent jurisdiction, CMCC has a right to require that, notwithstanding its claim, the Contractor proceed diligently with the performance of the Work in accordance with the terms of the Agreement and in accordance with the Contract Authority's decision. Notwithstanding any other provision of this Article, the Contractor and CMCC can mutually agree on any alternative means of dispute resolution or procedures for resolving any claims by the Contractor.

28. Other Contractors

The CMCC reserves the right to let separate agreement to other contractors in connection with any on-going project, which Work may form a part of the Contractor's project or that of CMCC's own Work forces.

When separate agreements are awarded for different parts of the project, or part of the work is performed by CMCC's own work forces, CMCC shall:

- (a) provide for the co-ordination of the work of his own forces and of each separate agreement or with the work in its agreement and
- (b) ensure that insurance coverage is provided to the same requirements as is mentioned in insurance clause (eleven) 11 of this document and any subsequent General Terms and Conditions which may change the existing clause to comply with the Work situation in the Contractor's agreement.

It may be a requirement that the Contractor may have to co-ordinate its Work with that of other Contractors, hired by CMCC or other workers who are part of CMCC. The Contractor's Work may need

to connect with the subsequent Work as indicated in the Agreement. Should there be a change in the scope of Work required for the planning and performance of this co-ordination and connection, the changes must be authorized by a Change Order.

The Contractor shall report any deficiencies in the other contractors' Work to CMCC Project Authority in writing and, where applicable, to the Consultant. Failure of the Contractor to report any deficiencies shall invalidate any claims against CMCC by reason of the deficiencies of other contractors' Work except to those of which the Contractor was not made reasonably aware.

The CMCC agrees to take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of other contractors working on the same project.

29. Canadian Labour and Materials

The Contractor shall use best effort to use Canadian labour and material in the performance of the Work to the full extent to which they are available, and consistent with proper economy and the expeditious carrying out of the Work.

30. Non-Performance - Waiver

The failure by CMCC to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise and enforcement thereof at any time or times thereafter unless such waiver is evidenced by writing.

31. Obligations Joint and Several

If two or more Contractors are liable under the terms of this Agreement to CMCC, their obligations shall be both joint and several.

32. Amendments

No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

33. Entire Agreement

This Agreement and all attached schedules constitute the entire Agreement between the parties to this Agreement pertaining to the subject matter hereof and supercede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

34. Further Documents

The Contractor will, at his expense, promptly and duly execute and deliver to CMCC such further documents and assurances, and take such further action as CMCC may from time to time request, in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interest and remedies intended to be created in favour of CMCC.

35. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the law of the place where the Work is being conducted.

36. Counterparts

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

37. Execution of Document

A facsimile executed copy of the Agreement shall be binding on the parties provided that the parties agree to execute an original copy of the said Agreement within a reasonable time after production of the facsimiled copy.

38. Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

39. Compliance with Applicable Laws (Fair Wages Act)

In performing its obligation under this Agreement, the Contractor hereby undertakes to comply with all laws, regulations, ordinances and codes established from time to time by any federal, provincial, municipal or other governmental authority relating to the Work.. Without limiting the generality of the foregoing, if applicable, the Contractor covenants to comply with the provisions of the *Fair Wages and Hours of Labour Act* ("FWHLA") and notably, shall ensure that all persons in the employ of the Contractor or Subcontractor shall be paid fair wages as that term is defined in the FWHLA.

The following clauses will be enforced where applicable.

40. Insurance

The Contractor shall, at his/her own expense, procure and maintain in force for the duration of this Agreement:

- (i) Commercial General Liability insurance, with a minimum limit of two million dollars (\$ 2,000,000.00) in Canadian funds including coverage for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause, no aggregate, and with a maximum deductible of two thousand five hundred dollars (\$2,500.00). The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. CMCC shall be added to the policy as an additional insured and the policy shall contain a cross-liability clause. The coverage afforded to CMCC as an additional insured shall include, but not be limited to, negligence on the part of CMCC arising out of this Agreement.
- (ii) All Risk Property insurance of sufficient limit to cover all property of CMCC entrusted to the Contractor.

- (iii) Worker's Compensation or workplace insurance as required by statute in any Province or Territory where any employee of the Contractor or any Subcontractor may be domiciled or, if applicable, where the site of the Work is located.

The Contractor shall deliver to CMCC, at the time of the signing of this Agreement, a certificate or certificates of insurance as evidence that the required coverages are in effect and that CMCC shall be given sixty days' prior written notice of cancellation, or expiry of or material change to, such coverage.

The foregoing insurance provision shall not limit the insurance required by municipal, provincial and federal law. The insurance coverages shall be underwritten by an insurer that is licensed in the provinces in which the Contractor is conducting business under this Agreement. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligation under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at his/her own expense.

41. Warranty

- (a) Unless otherwise provided in the Agreement and notwithstanding prior inspection and acceptance of any Work by CMCC and without restricting any other terms of the Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that for a period of twelve (12) months from the date of completion of the Work, the Work shall be free from all defects in material and workmanship and conform with the requirements of any Agreement between the parties.
- (b) In the event of a breach of the Contractor's warranty set out in subsection (a), the Contractor, on the request of CMCC to do so, shall redo, correct or make good at its own option and expense the Work found to be defective or in non-conformity with the requirements of any CMCC Agreement.
- (c) If the Work or any part thereof is found to be defective or non-conforming, CMCC may, but is not obliged to, require that the repair or replacement take place at the Contractor's plant or place of business and not at the Work Site and the Contractor shall be responsible for any costs incurred during moving and correcting the defective or non-conforming Work.
- (d) If the Contractor fails to correct the defect or deficiency within seven (7) days upon receipt of written notification from CMCC, CMCC may correct the defect or deficiency and the costs incurred shall be deducted from any money owing to the Contractor under this or any other Agreement between the parties.
- (e) The equipment supplied by the Contractor shall be warranted against defects in manufacturing and installation for one (1) year after final system acceptance by CMCC Project Authority/Manager, or for any other longer period stated in the technical specifications. These product warranties shall be issued by the manufacturer for the benefit of CMCC.

42. Labour Dispute at the Work Site/Post Employment Code

Contractor shall take all reasonable action to prevent any strikes, lockouts, picketing, boycotts and other labour disputes at the Work site or any other disruptive actions affecting CMCC, its affiliates, the services or the building. In the event of a strike or lockout involving Contractor personnel which results in Contractor being unable to perform all or a portion of the services, Contractor shall, with CMCC's approval, take whatever steps are necessary to maintain the performance of services and to provide such performance with the least effect on the normal operations of CMCC, its affiliates and all other

occupants of the Building. The CMCC reserves the right to make whatever arrangements are necessary to maintain the cleanliness of the building and perform the other services set forth in this Agreement and, pursuant thereto, to use whatever equipment the Contractor has in the building for cleaning purposes. Whether as a result of a strike or otherwise, if Contractor fails to perform its obligations hereunder within a period of twenty-four (24) hours following receipt of written notice of such failure, CMCC shall have the right to terminate this Agreement without notice to Contractor and employ another contractor to perform Contractor's obligations hereunder and to take any other steps it deems necessary to ensure that the Work to be performed hereunder is done so in a timely and orderly manner.

It is a term of any CMCC Agreement that no individual, for whom the Post-Employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions; and that during the term of any type of this Agreement any persons engaged in the course of carrying out such Agreement shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders, (which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service. Should an interest be acquired during the life of any CMCC Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Contracting Authority.

43. Alterations of Drawings and/or Specifications

The CMCC reserves the right to request alterations of any drawings and specifications from time to time, and, unless reasonableness objection is made thereto, the Class Drawings supplied thereafter or Work thereafter executed by the Contractor or a subsequent Subcontractor shall be altered accordingly, with such necessary changes in price and of the time or times for delivery as may be agreed upon by all parties, provided however, changes shall not be required by the Contractor or a subsequent supplier or Subcontractor in respect of supplies manufactured for commercial sale.

44. Suspension of Work and Change in Specifications

The CMCC may at any time or from time to time order the suspension of work in whole or in part, as described on the Agreement, and make modifications of, and changes in or additions to the specifications, changes in methods of delivery, packaging, change in the date or location of delivery. All directions given by CMCC with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition of the Work shall result in a monetary increase or decrease of the cost of the Work, the Agreement price shall be amended and adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

45. Food

The Contractor and its employees and agents shall not be permitted to bring food inside any building nor shall garbage be permitted within these areas, as a measure towards rodent control. Should the Contractor or Subcontractors wish to use the cafeteria facilities, they are to use the cafeteria from the exterior and not from within the building. When the cafeteria is closed, the Contractors may make use of the "Lunch Box" room. This would be coordinated by CMCC's Project Authority.

46. Access

CMCC's Project Authority shall indicate acceptable access routes for installation personnel, materials, equipment and removal of waste. Contractor shall restrict its access to those prescribed routes. Unescorted access will not be permitted under any circumstances through the public areas of the building, nor through the occupied, non-public portions of the building. The Contractor shall provide access to authorized visitors to site, and shall supply to those visitors the required protective safety equipment. The Contractor shall provide and maintain controls necessary to preserve continuous security of the site against intrusion, loss or damage.

47. Smoking

Smoking is strictly prohibited within CMCC's buildings.

48. Disposal

The Contractor shall remove, on a daily basis, waste products and debris from the Work site safely and dispose of them according to the instructions given from time to time by the authorities having jurisdiction. The Contractor shall not dispose of toxic or volatile debris, such as solvents, cleaners, oil or paint, into ground waterways, storm sewers or sanitary sewers.

49. Noise Restrictions

Noisy operations shall not be permitted when the museum is open to the public, unless otherwise authorized by CMCC.

50. Construction

For all construction related work below \$100k, the general requirements Section 01001 terms and conditions will supplement these General Terms & Conditions.

For all construction related work above \$100k, the CCDG2-Modified version contract shall be applicable including its terms and conditions. In case of contradiction between the 2 set of Ts & Cs, the latter contract version shall prevail and supersede the General Terms & Conditions.

ANNEX 3 - FORMS

List of Forms:

- Form 1- Proposal form
- Form 2 – Cost Breakdown sheet

FORM 1- PROPOSAL FORM

PROPOSAL TO: The Canadian Museum of Civilization Corporation
Contracts Section
100 Laurier Street
Gatineau, Quebec K1A 0M8
("CMCC")

PROJECT TITLE: _____

SOLICITATION NO: _____

WE: _____
(Name of Contractor)

OF: _____
(Address of Contractor)

1. **DO HEREBY OFFER** to CMCC to diligently and faithfully perform and complete the Work for the amounts shown below, which forms part of this Proposal Form, in accordance with all the terms and conditions of the Contract Documents. The total estimated price is _____ **(without the reductions)** (\$ _____) in Canadian funds, which price also include all allowances for bonding, warranties, but exclude applicable Provincial and Federal Goods and Services Taxes which are stated separately.

The GST payable on the estimated total price is \$ _____ in Canadian funds.

The provincial tax (PST) payable on the estimated total price is \$ _____ in Canadian funds.

2. **AND WE HEREBY OFFER** to complete the Work in accordance with the Scope of Work contained in Annex "1", which forms part of this Proposal Form.

3. **AND WE HEREBY AFFIRM AND CERTIFY** that we:

3.1 Visited, where and when required, the place of the Work prior to Closing Time.

3.2 Examined to our satisfaction all conditions affecting the Work

3.3 Carefully studied the Contract Documents, including the following addenda:

3.4 Have full knowledge of the locality of the proposed Work, the conditions pertaining to the proper and successful performance of the Work and the materials to be furnished and used including, without limitation, every condition which may affect execution of the Work, both within the Place of the Work and adjoining areas.

3.5 Have not relied on any information or documents provided by or on behalf of CMCC other than the Contract Documents.

3.6 Have included the information that was required to be submitted, which information forms an integral part of the Proposal Form.

3.7 Are skilled in the performance of the Work required by the Contract Documents, are able to perform the Work in accordance therewith, and have experience in work which is of a similar type and scope to the work required herein.

3.8 Shall deliver to CMCC, in accordance with the Contract Documents, all bonds, insurance and warranties.

4. **AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:**

4.1 The Proposal has been executed with full authority and is irrevocable, valid and open to acceptance by CMCC for a period of 60 full days from the Closing Time irrespective of the acceptance of any other Proposal or the issue of a notice of

acceptance of another Proposal.

- 4.2 No person, firm or corporation other than the undersigned has any interest in the Proposal or in the proposed Contract for which the Proposal is made.
- 4.3 This Proposal is made by the undersigned without any connection, knowledge, comparison of figures or arrangement with any other person who might submit a proposal for the same Work and is in all respects fair and without collusion or fraud.
- 4.4 Proposed Subcontractors have been given the opportunity to study the Contract Documents.
- 4.5 The Work will be completed in a good and workmanlike manner, with a standard of quality above or equivalent to that expected under all applicable statutory, regulatory and customary codes and industry standards of workmanship.

5. AND WE HEREBY AGREE THAT:

- 5.1 If we withdraw our Proposal before the CMCC shall have considered the proposals or before or after we have been notified that our Proposal has been accepted by CMCC, or if CMCC accepts our Proposal and awards us the Contract and we should fail to return the Letter of Acceptance within seven days or subsequently fail to execute the Contract and return it to CMCC together with all of the bond or bonds and the certified copies of the insurance policies, all as required by the contract, prior to the commencement of the Work, CMCC shall have the right to retain the proposal deposit for the use of the CMCC and may accept any proposal, advertise for new proposals, negotiate a Contract with any other Proponent who has submitted a Proposal acceptable to CMCC and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by CMCC over and above the proposal deposit. We acknowledge and agree that the CMCC shall be entitled to rely on this provision even if the Contractor has commenced the Work in accordance with section 5 of the General Terms and conditions.
- 5.2 If the Proposal Form is executed by more than one person, firm or corporation, then all persons, firms or corporations executing the Proposal are jointly and severally liable under and bound by the Proposal and any contract arising upon acceptance of the Proposal.
- 5.3 Until a formal Agreement is prepared and executed, this Proposal Form together with the formal Letter of Acceptance shall constitute a binding contract between the parties.

SIGNATURES

SIGNED, SEALED AND SUBMITTED this ____ day of _____, 2013 FOR AND ON BEHALF OF:

COMPANY

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

(GST Registration No.)

SIGNATURE:

NAME & TITLE:

(Please Print)

FORM 2- COST BREAKDOWN

Please see grid (separate document).

ANNEX 4 - COMPETITION ID PAGE

**Société du musée canadien
des civilisations**
100, rue Laurier
Gatineau (Québec)
K1A 0M8

**Canadian Museum of
Civilization Corporation**
100 Laurier Street
Gatineau, Quebec
K1A 0M8

Nom de la compagnie/Company Name

Toutes les soumissions doivent porter la date et l'heure à laquelle elles ont été livrées et doivent être acheminées à la boîte à soumissions située au **quai d'expédition/réception de l'édifice de l'administration du Musée canadien des civilisations (porte N-4 accessible par le Parc Jacques-Cartier)**, 100, rue Laurier, Gatineau (Québec), Canada.

All bids are to be delivered and stamped with the date and time of remittance at the bid box located at the **Shipping/Receiving of the Administration Building at the Canadian Museum of Civilization (door N-4 accessed from Jacques-Cartier Park)**, located at 100 Laurier Street, Gatineau, Quebec, Canada.

PROJET NO. CMCC-2112 : Fabrication et production graphique pour l'exposition : *Les enfants font la fête !*

PROJECT NO. CMCC-2112 : Fabrication of Components and Graphic Production for the travelling exhibition: *Kids Celebrate !*

DATE ET HEURE DE FERMETURE : Le 3 juillet 2013 à 14:00 heures

CLOSING DATE & TIME: July 3rd, 2013 at 02:00 P.M.

Sylvie Parent

Section des contrats/Contract Section
Services financiers et administratifs/ Financial & Administrative Services

PAGE D'IDENTIFICATION - IDENTIFICATION PAGE

S.V.P. joindre à votre enveloppe/paquet –
Please affix to your envelope/pack