



REQUEST FOR STANDING OFFERS (RFSO)

FOR

WRITING SERVICES

REQUIRED BY

The Canadian Museum of History (Contracts Section)

SOLICITATION NO.: CMH-2362

DATE OF SOLICITATION: September 14, 2015

DATE & TIME OF CLOSING: October 8, 2015 at 2:00 p.m. (Local time)

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

The Museum is seeking to establish a Standing Offer Agreement for Writing Services for the Canadian Museum of History and the Canadian War Museum for a variety of materials, as defined in Annex 1 - Statement of Work. The term of the agreement shall be three (3) years, from December 1, 2015 until November 30, 2018, with the option to renew for two (2) additional periods of one (1) year.

Through this submission process, the Canadian Museum of History (the Museum) seeks to establish a Standing Offer Agreement with up to eight (8) English writers and up to two (2) French writers.

2.0 SECURITY CLEARANCES

Not required.

3.0 SITE VISIT

Not required.

4.0 CONTRACT AWARD

Successful Proponents will be required to enter into a Standing Offer Agreement with the Museum using the Museum's standard Standing Offer Agreement without alteration.

The successful Proponent agrees to enter into a Standing Offer Agreement with the Museum within seven (7) working days of being notified that their Proposal has been accepted by the Museum. Failing to enter into agreement, the Museum, at its sole discretion, will enter into a Standing Offer Agreement with another Proponent who has submitted a Proposal acceptable to the Museum.

5.0 TERMINOLOGY

The term '**Proponent**' used in this Request for Standing Offers (RFSO) means the entire Proponent's team and any consultants as described within this Request for Standing Offers.

The term '**Contract Documents**' means those documents described in Article 4 above.

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

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

The term ‘**Subcontractor**’ used in this Request for Standing Offers 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.

A “**Standing Offer Agreement (SOA)**” is an arrangement to provide goods and services at prearranged prices with set terms and conditions, for specific periods on time on an “as requested” basis;

- A Standing Offer is not a contract;
- An order against a Standing Offer is a “call-up”;
- Each call-up is a separate contract between the Museum and the supplier;

6.0 DOCUMENT EXAMINATION

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

7.0 COMMENCEMENT OF 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.

8.0 DOCUMENTS LIST

This RFSO contains the following documents:

- RFSO Document and all integrated Annexes;
- Addenda issued during the bidding period, if applicable.

PART 1 - BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 MUSEUM'S RIGHTS

The Museum reserves the right to:

- reject any or all proposals received in response to this RFSO;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel and/or reissue this RFSO at any time;
- award one or more contracts; and
- retain all proposals submitted in response to this RFSO.

2.0 ENQUIRIES

All enquiries or issues concerning this Request for Standing Offers must be submitted in writing to the Contracting Authority named below as early as possible during the period of the RFSO.

Enquiries must be received by the Contracting Authority no later than **September 30, 2015 at 2:00 p.m.** specified herein 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 RFSO closing date.

To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this RFSO has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

All enquiries and other communications with the Museum's officials throughout the RFSO's period are to be directed ONLY to the Contracting Authority named below.

Non-compliance with this condition during the RFSO period may (for that reason alone) result in disqualification of a proposal.

Meetings will not be held with individual bidders prior to the closing date/time of this RFSO.

Contracting Authority:

Canadian Museum of History

Contracts Section
100 Laurier Street
Gatineau, Quebec K1A 0M8

Attention: **Patricia Ross**

Telephone: (819) 776-8207 **Fax:** (819) 776-8535

E-mail: pat.ross@historymuseum.ca

3.0 PROPOSAL COST

No direct payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFSO.

4.0 METHOD OF PAYMENT

The Museum, being a Crown corporation, can offer to pay its contractors faster in return for a discount replacing the 30 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 the Museum 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 the Museum has any objection to the form of the invoice or the substantiating documentation, the Museum shall notify the contractor of the nature of the objection, within 30 days of its receipt.
- c) All payments for work carried out shall be made to the Contractor. It is understood that no payments shall be made by the Museum to any sub-contractors or their parties to this Agreement.

5.0 INSPECTION AND ACCEPTANCE

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

PART 2 - PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 TRANSMISSION AND SUBMISSION OF PROPOSALS

NOTICE: PROPOSALS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

Due to the nature of this RFSO, electronic transmission of proposals by such means as electronic mail or facsimile to the Museum's Contracts Section will not be accepted.

Proposals (**in five (5) copies**) **MUST** be delivered and stamped with the date and time of remittance at the bid box to the location by the time and date indicated listed in **Form 4** and on page 1 of this RFSO document. The proposals **must** be accompanied by the **ID page** listed in **Form 4**.

Submissions delivered beyond the above date and time **will not be accepted** and will be returned unopened.

The Proponents must ensure that the Proponents' name, return address, "solicitation number" and closing date appear legibly in their proposals as well as on the outside of the envelope containing the Bidder's proposal. Proposals submitted in response to this RFSO will not be returned.

2.0 EVALUATION PROCEDURES

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Annex "1"**. Proposals received will be assessed against the evaluation criteria identified therein for the total requirement of this Request for Standing Offers and in conjunction with the accompanying Statement of Work, **Annex "1"**.

An evaluation team will evaluate the proposals on behalf of the Museum. 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 the Museum. The Museum reserves the right to enter into negotiations concerning price.

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 Bidder with respect to this RFSO;
- b) contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at the Museum in Gatineau, Québec, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

3.0 PRICE PROPOSAL

As part of this Request for Standing Offers, the Contractor is required to provide a detailed breakdown of price proposal (i.e. hourly rate), including all of the following, if applicable.

a) Subcontractors

List individually any subcontractors proposed by name, outline responsibility for the Work to be performed by each, and give hourly rate for each subcontractor proposed.

b) Federal and Provincial Taxes

Harmonized Sales Tax (HST) or Federal Goods and Services Tax (GST) and Quebec Sales Tax (QST) will be excluded from proposal prices and must be indicated separately in the price proposal.

4.0 PROPOSAL PRESENTATION

Your proposal should include pricing enclosed **in a separate sealed envelope** clearly marked "Pricing" by using the Cost Breakdown and Proposal Forms included in this RFP as Annex 3 and any other supporting documents.

PART 3 - ANNEXES

ANNEX 1- SCOPE OF WORK

The Museum is seeking to establish a Standing Offer Agreement for Writing Services for the Canadian Museum of History and the Canadian War Museum for a variety of materials, as defined herein. The term of the agreement shall be three (3) years, from December 1, 2015 until November 30, 2018, with the option to renew for two (2) additional periods of one (1) year.

Through this submission process, the Museum seeks to establish a Standing Offer Agreement with up to eight (8) English writers and up to two (2) French writers.

Objective

The Museum requires the production and delivery of various written materials including articles, speeches, op eds, presentations, backgrounders, press releases, biographies, Q&A's, photo captions, tweets, Facebook posts, web pages, etc.

Summary of Requirements

Written materials will need to be produced and delivered on an as-needed basis. The subject matter of the products may be complex or technical depending on the audience and circumstance. Length of these products will also vary, as will deadlines. All written texts shall be prepared according to the guidelines provided in the Style Guide of the Canadian Museum of History.

Services

The Museum requires writers who have a high level of professionalism, need little instruction, are able to perform their own research and will submit their work in a form that is final and without errors. Knowledge of the Canadian Museum of History and the Canadian War Museum is a valuable asset, as is knowledge of the museum world in general and of Canadian human and military history.

If the writer wishes to visit the Museums to familiarize themselves with the environment and develop their knowledge of the permanent and temporary exhibitions, they may do so by contacting Patricia Ross at pat.ross@historymuseum.ca, who will provide them with a Museum admission pass.

Tasks

- The writer must be available to participate in meetings related to the drafting of documents.
- The writer must draft the products and make revisions based on feedback provided by the Museum.
- The writer will produce the written products in the format requested by the Museum.
- The writer will carry out the Work at their facilities and all communications with the Museum will be conducted by telephone or e-mail.

- The writer must be able to work “on site” (at either Museum) to conduct interviews that are necessary to their assignment.

Deliverables

Completed material must be received by prescribed deadlines for review and approval by the Museum. Feedback must be addressed in a timely fashion.

Constraints

For some assignments, deadlines may be very tight and could involve 24-hour turnaround or less.

Language

Documents can be requested in either French or English with requests for original written material based on the language expertise of writer.

Eligibility Requirements

- a) Proponents should possess a university or college degree or certificate in Journalism, Communications or a related field from a recognized Canadian university or college.
- b) The Proponent should submit résumés in sufficient detail to clearly demonstrate that they meet or exceed all of the eligibility requirements identified in this RFSO.

Proponents are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purposes of this evaluation. The Proponent must provide complete details as to where, when (month and year), and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Evaluation Criteria

Proposals should provide enough detail to be able to evaluate qualifications, relevant experience and expertise. Experience must be clearly identified by providing a summary / description of the previous projects worked on, the role and responsibilities of the Proponents in each referenced project, the name and location of the organization along with the name and contact information of a reference within the organization.

Proposals will be evaluated and scored in accordance with the evaluation criteria listed below. Proposals should provide the information organized clearly under the five (5) headings listed below:

1. Qualifications

The proponent should submit a curriculum vitae that outlines their qualifications.

2. Experience

The Proponent should clearly identify their experience in providing writing services to the cultural, heritage or museums sectors in Canada.

3. Writing Assignment

Proponents shall submit a (fictional) Press Release of 400 to 500 words announcing the loan of a Paul Henderson's 1972 Team Canada hockey jersey from the Hockey Hall of Fame to the Canadian Museum of History for an exhibition entitled **Hockey in Canada – More Than Just a Game**.

4. Writing Samples

Proponents should provide two (2) work samples for each of the following products (each sample must clearly indicate the product that is being represented):

- Speech
- Article (success story)
- Backgrounder

Through the provided samples, the proponent should demonstrate experience in writing communication products covering issues of Canadian history and culture, including such fields as archaeology, culture, ethnology, military history, political and social history; for a professional audience (museums, government), an academic audience (historians, university professors), or the media and the general public (including students, educators and "followers").

5. References

Proponents should supply three (3) references for projects that they have completed in the last 5 years. Each reference provided should include contact information, a description of the project and the approximate financial value.

6. Cost

For the purposes of bid evaluation, the total evaluated cost will be calculated by summing the Bidder's all-inclusive hourly rate in Form 3 - Cost Breakdown Form over the initial contract period and the two (2) option years.

Evaluation Process

Step 1: Proposals received by the Submission Deadline will be opened

Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.

Step 2: Opened Proposals will be assessed to determine which fulfil the mandatory criteria.

Proposals must meet all of the mandatory criteria to proceed to the next step of the evaluation process.

Proposals not meeting all the mandatory criteria will be rejected and receive no further consideration.

Mandatory Criteria	Pass/Fail
Completed and signed Form 1 - Proposal Form	
Evidence that the Proponent possesses a university or college degree or certificate in Journalism, Communications or a related field from a recognized Canadian university or college	
The Proponent has submitted a résumé that clearly demonstrates that they meet or exceed all of the eligibility requirements identified in the RFSO.	

Step 3: Each Proposal that fulfils the mandatory criteria will be evaluated in accordance with the rated criteria and points allocated to each criterion as follows:

Criteria	Points
1. Qualifications	5
2. Experience	25
3. Writing Assignment	15
4. Writing Samples	15
5. References	5
6. Cost	35

Step 3a: Proposals must attain a minimum score of **42** points (out of **60**) for criteria 1 to 4 in order to have their references checked. Proposals that do not attain the minimum score will not proceed in the evaluation process.

Step 3b: The points from the reference check will be added to the score for criteria 1 to 4.

Step 3c: Only proposal that attain a combined score of **46** points or higher for criteria 1 to 5 will have their cost proposal evaluated. Proposals that do not attain the minimum score will not proceed in the evaluation process.

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) "Contractor" means those persons who have been selected to perform the Work.
- c) "Subcontractor" means those permitted persons who perform part of the Work on behalf of the Contractor.
- d) "Work" means the services to be supplied by the Contractor pursuant to the Call-Up 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 the Museum 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 the Museum at the following address:

Canadian Museum of History
Accounts Payable
100 Laurier Street
Gatineau, Quebec – K1A 0M8
payables@historymuseum.ca

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

The Contractor acknowledges that payment of invoices submitted to the Museum 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 the Museum has any objection to the content of the invoice or the substantiating documentation, the Museum 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 the Museum may withhold payment until such time as the objection has been cleared to the satisfaction of the Museum.

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. Fraud

In the event of a fraud committed by the Contractor's employees or agents, the Contractor shall be liable for losses to the Museum due to fraud, including but not limited to, losses of revenues and assets, and all costs to the Museum related to the fraud.

7. 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 the Museum 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, the Museum may, at its sole discretion, extend the time for completing the Work so delayed.

8. 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.

9. 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 Museum;
- d) the Contracting Authority is responsible for dispute resolution arising out of the Contract.

10. Termination with Notice

The Museum 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 the Museum, before the giving of such notice, shall be paid for by the Museum in accordance with the provisions of this Agreement. Where there are no provisions in this Agreement with respect to the Contractor's cost, the Museum shall pay such sum as the Museum 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 the Museum 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 the Museum under the provisions of this Article except as expressly provided herein.

11. Termination for Cause

The Museum 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 the Museum's view, so fails to make progress and thus endangers performance of this Agreement in accordance with its terms.

In the event that the Museum terminates this Agreement in whole or in part, the Museum may arrange, upon such terms and conditions and in such manner as the Museum deems appropriate, for the Work to be completed, and the Contractor shall be liable to the Museum 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, the Museum may require the Contractor to deliver and transfer title to the Museum, in the manner and to the extent directed by the Museum, 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. The Museum shall pay the Contractor, for all such finished Work delivered pursuant to such direction and accepted by the Museum, 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 the Museum pursuant to such direction. The Museum may withhold from the amounts due to the Contractor such sums as the Museum determines to be necessary to protect the Museum against excess costs for the completion of the Work.

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 the Museum. 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 The Museum

The Museum 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 the Museum existing under any Act of the Parliament of Canada or otherwise. Every right or power of the Museum 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 the Museum, which consent may not be unreasonably withheld. No subcontract, if permitted by the Museum, shall relieve the Contractor from any of his/her obligations under this Agreement or impose any liability upon the Museum. 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 the Museum, 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 the Museum 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 the Museum's negligence. The Contractor shall also indemnify and hold harmless the Museum 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 the Museum.

16. Representation by Contractor

The Contractor warrants that he/she is competent to perform the Work required under this or any other the Museum 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 the Museum 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 the Museum every account, record or document mentioned in paragraph 18(a) that may be required of him/her and permit the Museum 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 the Museum'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 the Museum, 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 the Museum and for the Museum'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 the Museum 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 the Museum:

<u>To the Project Authority for work-related issues and as determined in the Agreement.</u>	<u>To the Contracting Authority for all other related issues and as determined in the Agreement.</u>
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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 materials produced by the Contractor in the performance of the Work under any Agreement shall vest in and remain the property of the Museum, and the Contractor shall account fully to the Museum in such a manner as the Museum 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 articles, speeches, op eds, presentations, backgrounders, press releases, biographies, Q&A's, photo captions, tweets, Facebook posts, etc., 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 the Museum, and the Contractor shall have no rights in and to the same.

The parties hereto agree that the Museum shall be the owner of the copyrights and all Works created pursuant to this Agreement and such copyrights are hereby assigned to the Museum. The assignor shall, at no additional cost, execute such further assurances and assignments as the Museum may reasonably require to evidence such assignments and to vest full equitable and legal title to such copyrights in the Museum. The Museum 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 the Museum, 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 the Museum, 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 the Museum 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 the Museum 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, the Museum 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 the Museum can mutually agree on any alternative means of dispute resolution or procedures for resolving any claims by the Contractor.

28. Other Contractors

The the Museum 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 the Museum's own Work forces.

When separate agreements are awarded for different parts of the project, or part of the Work is performed by the Museum's own work forces, the Museum 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 the Museum or other workers who are part of the Museum. 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 the Museum Project Authority in writing and, where applicable, to the Consultant. Failure of the Contractor to report any deficiencies shall invalidate any claims against the Museum by reason of the deficiencies of other contractors' Work except to those of which the Contractor was not made reasonably aware.

The the Museum 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. Non-Performance - Waiver

The failure by the Museum 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.

30. Obligations Joint and Several

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

31. Amendments

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

32. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings, negotiations and discussions between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

33. Further Documents

The Contractor will, at his expense, promptly and duly execute and deliver to the Museum such further documents and assurances, and take such further action as the Museum 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 the Museum.

34. 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.

35. 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.

36. Execution of Document

A facsimile executed copy of the Agreement shall be binding on the parties.

37. 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.

<p>The following clauses will be enforced where applicable.</p>
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38. 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 five million dollars (\$5,000,000.00) 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 five thousand

dollars (\$5,000.00). 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. The Museum shall be added to the policy as an additional insured and the policy shall contain a cross-liability clause. The coverage afforded to the Museum as an additional insured shall include, but not be limited to, negligence on the part of the Museum arising out of this Agreement.

- ii. 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 the Museum, 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 the Museum 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.

39. Standard of Care

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

ANNEX 3 - FORMS

List of Forms:

- Form 1 - Proposal Form
- Form 2 - List of Resources
- Form 3 - Cost Breakdown Form
- Form 4 - Competition ID Page

FORM 1 - PROPOSAL FORM

PROPOSAL TO: Canadian Museum of History
Contracts Section
100 Laurier Street
Gatineau QC K1A 0M8

PROJECT TITLE: _____

SOLICITATION NO: _____

WE: _____
(Name of Contractor)

OF: _____
(Address of Contractor)

1. **DO HEREBY OFFER** to the Museum to diligently and faithfully perform and complete the Work for the rates shown in Form 3 - Cost Breakdown Form, which forms part of this Proposal Form, in accordance with all the terms and conditions of the RFSO Documents. The rates in Form 3 - Cost Breakdown Form are in Canadian Funds and exclude applicable Provincial and Federal Goods and Services Taxes (HST or GST and QST).
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 Examined to our satisfaction all conditions affecting the Work
 - 3.2 Carefully studied the RFSO Documents, including the following addenda:

 - 3.3 Have full knowledge of the conditions pertaining to the proper and successful performance of the Work.
 - 3.4 Have not relied on any information or documents provided by or on behalf of the Museum other than the RFSO Documents.
 - 3.5 Have included the information that was required to be submitted, which information forms an integral part of the Proposal Form.
 - 3.6 Are skilled in the performance of the Work required by the RFSO 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.
 - 3.7 Shall deliver to the Museum, in accordance with the RFSO Documents, all necessary insurance requirements.
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 the Museum 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 Standing Offer Agreement (SOA) 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 The Work will be completed in a professional manner, with a standard of quality above or equivalent to that expected under all industry standards.

5. AND WE HEREBY AGREE THAT:

- 5.1 If we withdraw our Proposal before the Museum shall have considered the proposals or before or after we have been notified that our Proposal has been accepted by the Museum, or if the Museum accepts our Proposal and awards us a Standing Offer Agreement (SOA) and we should fail to return the required paperwork within seven days or subsequently fail to execute the Standing Offer Agreement (SOA) and return it to the Museum together with certified copies of the insurance policies, all as required by the Standing Offer Agreement (SOA), prior to the commencement of the Work, the Museum shall have the right to accept any proposal, advertise for new Request for Standing Offers (RFSO), negotiate a Standing Offer Agreement (SOA) with any other Proponent who has submitted a Proposal acceptable to the Museum.
- 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 Standing Offer Agreement (SOA) arising upon acceptance of the Proposal.
- 5.3 Until a formal Standing Offer Agreement (SOA) is prepared and executed, this Proposal Form together with the formal Award Notification shall constitute a binding contract between the parties.

SIGNATURES

SIGNED, SEALED AND SUBMITTED this ____ day of _____, 2015 FOR AND ON BEHALF OF:

COMPANY

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

(GST/HST Registration No.)

And/or

(QST Registration No.)

SIGNATURE:

NAME & TITLE:

(Please Print or Type)

FORM 2 - LIST OF RESOURCES

Following are the writer(s) proposed to perform the Work described in Annex 1 - Scope of Work.

Name of Writer(s)

Please note that writing assignments must be completed by the writer(s) identified on this form.

FORM 3 - COST BREAKDOWN FORM

Proponents must complete this Cost Breakdown Form by including in its financial bid an hourly rate (in Canadian dollars, CAD) for each of the periods specified below. The hourly rate specified below are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, and other operating costs. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under the terms of any resulting contract. In addition, please note, that whether the Proponent is located within or outside of the National Capital Region, all travel, disbursements and parking costs are the responsibility of the Proponent.

Initial Contract Period:

CONTRACT PERIOD	HOURLY RATE (in CAD)
December 1, 2015 to November 30, 2018	\$

Option Years:

CONTRACT PERIOD	HOURLY RATE (in CAD)
December 1, 2018 to November 30, 2019	\$
December 1, 2019 to November 30, 2020	\$

FORM 4 - COMPETITION ID PAGE

Musée canadien de l'histoire

100, rue Laurier
Gatineau (Québec)
K1A 0M8

Canadian Museum of History

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 la muséologie du Musée canadien de l'histoire (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 Curatorial Building at the Canadian Museum of History (door N-4 accessed from Jacques-Cartier Park)**, located at 100 Laurier Street, Gatineau, Quebec, Canada.

PROJET NO. CMH-2362 : SERVICES DE RÉDACTION

PROJECT NO. CMH-2362: WRITING SERVICES

DATE ET HEURE DE FERMETURE : Le 8 octobre 2015 à 14H00 (Heure locale)

CLOSING DATE & TIME: October 8, 2015 at 2:00 p.m. (Local Time)

Patricia Ross

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