



REQUEST FOR PROPOSAL

FOR

EXHIBITION DESIGN

HOCKEY: MORE THAN JUST A GAME

BY

The Canadian Museum of History

PROPOSAL SOLICITATION REFERENCE NO.: CMH-2442

DATE OF SOLICITATION: June 17, 2016

DATE & TIME OF CLOSING: July 12, 2016 at 2:00 p.m.

GENERAL INFORMATION

ARTICLE 1: PROJECT SUMMARY

The Canadian Museum of History (CMH) is seeking the services of a design firm to create a 650 m² (7,000 ft²) exhibition for presentation at the CMH from March 9 to October 9 2017 — an exhibition that will also travel to partner venues. The selected firm will also be required to create a smaller 46–92 m² (500–1,000 ft²) touring version, which must also be delivered by March 9, 2017. The design firm will work with CMH exhibition team to develop both versions of the exhibition, along with other consultants hired by the CMH.

The exhibition **Hockey: More than just a game** will showcase the key place hockey occupies in the hearts and lives of Canadians. The concept will be developed via three primary angles: sport, popular culture, and community. Within a theme-based environment, the team seeks to create an immersive visitor experience, evoking the various parts of an arena and the game's main participants (players, managers, journalists, spectators, volunteers, etc.), in tandem with other elements (environments, objects, accessories, venues), designed to bring hockey to life while plunging visitors into the very essence of the sport.

The selected design firm will work with CMH exhibition team to develop both versions of the exhibition, along with other consultants hired by the CMH.

ARTICLE 2: SECURITY CLEARANCE

“Not applicable to this project”.

ARTICLE 3: CONTRACT DOCUMENTS

The Contract documents governing this Request for Proposal consist of:

Part I GENERAL INFORMATION

Part II PROPONENT INSTRUCTION, INFORMATIONS AND CONDITIONS

Part III PROPOSAL PREPARATION INSTRUCTION Directives

Part IV ANNEXES

Annex 1 - Scope of Work and Evaluation Criteria

Annex 2 - General Terms and Conditions

Annex 3 - Interpretive Approach

Annex 4 - Summary of Interpretive Components

Annex 5 - Preliminary Scenario

Annex 6 - Vision of the Visitor Experience

Annex 7 - List of Artifacts

Annex 8 - List of Images

Annex 9 - Floorplan of the Exhibition Space

Annex 10 - List of Main message

Part V FORMS

Form 1 Cost Breakdown

Form 2 Proposal Form

Form 3 Integrity Agreement

Part VI COMPETITION ID PAGE

Addendum issued during the launching period of this Request for Proposal (if applicable)

ARTICLE 4: TERMINOLOGY

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

The term '**Contract Documents**' means those documents described in Article 4 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 Request for Proposal.

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 the Museum'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 5: 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 6: 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 the Museum 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. The Museum 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**, the **COST BREAKDOWN FORM** and the **MUSEUM INTEGRITY CERTIFICATION AGREEMENT**;
 - (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.
 - (e) (e)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. The Museum 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 The Museum 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 the Museum or any Proposal will not necessarily be accepted. Unless otherwise specified in the Contract Documents, the Museum 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) The Museum's (positive or negative) relationship with any Proponent;

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

- 1.04 Proposals may be accepted by the Museum in whole or in part without prior negotiation. The Museum 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 the Museum may enter into Contract without negotiation, the Museum 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. The Museum is not required to offer any modified terms and conditions to any other Proponent. The Museum is entitled to utilize information or clarifications received from any Proponent. The Museum 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 the Museum 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 The Museum 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, the Museum 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 the Museum using the Museum'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 Museum shall have considered the Proposals or before or after they have been notified that their Proposal has been accepted by the Museum or, should any Proponent fail, refuse or be unable to enter into a Contract with the Museum within seven (7) working days of acceptance by the Museum of the Proposal, then the Museum may retain the Proposal deposit for the use of the Museum and may

accept any Proposal, advertise for new Proposals, negotiate a Contract with any other Proponent who has submitted a Proposal acceptable to the Museum and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by the Museum over and above the Proposal deposit. The Museum 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 the Museum immediately. Upon receipt of such notification, the Museum 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 the Museum will govern.

ARTICLE 2: LATE BIDS

- 2.01 It is the Museum'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 **July 5, 2016 at 2:00 p.m.** and prior to the RFP Closing Date 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 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 the Museum'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 History
Contracts Section
100 Laurier Street
Gatineau QC K1A 0M8

Attention: **Renée Gauthier, Seniro Puchaisn Officer**
Telephone: (819) 776-8517
Fax: (819) 776-8535
E-mail address: renee.gauthier@historymuseum.ca

ARTICLE 4: PROPOSAL COSTS

- 4.01 The Proponent agrees that the Museum'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. The Museum 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 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 The Museum, 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 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 content of the invoice or the substantiating documentation, the Museum 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 the Museum may withhold payment until such time as the objection has been cleared to the satisfaction of the Museum.
 - (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 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 the Museums within ten (10) days from award date. These sessions can be conducted by either telephone conference or personal meeting, at the option of the Museums. Written debriefings and evaluation scores will not be 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**

- 1.01 Due to the nature of this RFP, electronic transmission of Proposals by such means as electronic mail or facsimile to the Museum'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 the Museum. It shall be this contact person's responsibility to disseminate the information to his/her company or group of companies. It is important that the proponent provides the name of contact, the title, telephone #, fax #, and E-mail address. The Museum 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**. Proposals received will be assessed against the evaluation criteria identified therein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, **Annex 1**.
- 2.02 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.

- 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 the Museum'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, 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 (Harmonized Sales Tax (HST) and the Québec Sales Tax (QST): The HST and the GST/QST 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 envelope within their Financial Proposal.**

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 Part IV.
- 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

Article 1: OBJECTIVE

The objective of this project is to build upon existing preliminary and final designs to deliver a travelling exhibition measuring 650 m² (7,000 ft²), and provide technical drawings from the existing design concept; undertake fabrication of exhibition components and graphics; and supervise installation of all these elements.

Article 2: SCOPE

The topic of this exhibition dovetails neatly with the Museum's mandate, and is a major project for the Museum. The exhibition will be presented at the CMH for approximately seven months from March 9 to October 9, 2017 — and will travel from 2017 to 2020.

Along with the main exhibition, a 2D 46–92 m² (500–1000 ft²) travelling version will be developed and sent out on tour, beginning on March 9, 2017. This smaller exhibition will not be presented at the CMH, and will be composed primarily of graphic panels and one or two audio visual elements.

Article 3: CONTEXT

The year 2017 not only marks the 150th anniversary of Confederation, but also the 100th anniversary of the National Hockey League (NHL) and the 125th anniversary of the Stanley Cup. To celebrate these milestones, the Museum is developing a 650 m² (7000 ft²) exhibition around the theme "Hockey: More than Just a Game." In this exhibition, the Museum will explore the history and impact of our national winter sport, and look at the influence of the NHL as the game has evolved.

The exhibition is aimed primarily at hockey lovers of all stripes from those with a passing interest in the game to dyed-in-the-wool fans, to hockey players and families. The overall experience should bring hockey to life by showcasing the game's various participants, while also delivering a visitor experience that is both immersive and interactive. The exhibition will be main event at the CMH during the spring and summer of 2017, in advance of the opening of the Canadian History Hall. As one in a series of special exhibitions being developed internally to highlight important events in Canadian history, this exhibition will reinforce the role of the CMH as a national resource for historical content during the years leading up to the country's 150th birthday.

Article 4: Presentation Venue

The exhibition **Hockey: More than Just a Game** will be presented at the Canadian Museum of History in Special Exhibition galleries C and D. This combined space, located on Level 2 of the Museum, has a square footage of 1,000 m² (11,000 ft²), but we will only be using 650 m² (7,000 ft²). This full version of the exhibition will later be presented in venues able to accommodate an exhibition of this size.

The exhibition concept has been structured around several messages, outlined in the attached document, *Vision of the Visitor Experience*. The exhibition will be divided into eight thematic zones, which should be physically interchangeable to facilitate the exhibition's adaptation to other venues. Objects in the exhibition come from the following sources: approximately 145 objects will be borrowed from some 40 lenders, and approximately 105 objects will come from the CMH, for a total of about 250 objects.

Article 5: Proposed Schedule

<u>Stages</u>	<u>Dates</u>
Opening	March 9, 2017
Installation in gallery	February 8 to March 8, 2017
Demolition, electrical work, painting, cleaning	January 23 to February 7, 2017
Preceding exhibition out of gallery	January 21, 2017
Fabrication of furniture and scenography	November 25, 2016 to January 22, 2017 (8 weeks)
Specifications, plans and technical cost estimates, in graphic form	November 7 to December 9, 2016 (5 weeks) <u>Deliverables:</u> Plans and technical cost estimates for different components for both versions of the exhibition; final graphic production files.
Final Design • Development of final design for both versions of the exhibition, including floorplans, elevations,	September 26 to November 4, 2016

<p>integration of graphic and audiovisual elements, materials and colours, plans for lighting and soundscape, showcasing of key artifacts, etc.</p>	<p>(5 weeks)</p> <p><u>Deliverables:</u> Final plans, elevations and 3D renderings illustrating all scenography in detail. Samples of fabrication and printing materials, textiles, prototypes as needed.</p>
<p>Preliminary Design</p> <ul style="list-style-type: none"> • Development of preliminary scenographic design for both versions of the exhibition. Outline of floorplan, circulation, exhibition furniture, integration of graphic and audiovisual elements, materials and colours, plans for lighting and soundscape, grouping and placement of certain key artifacts, etc. • Finalizing of graphic design (final typography, colours, layout for various levels of text, suggestions for printing methods, treatments of images and maps, if applicable, etc.). 	<p>August 2 to September 23, 2016</p> <p>(8 weeks)</p> <p><u>Deliverables:</u> Plans, elevations and 3D renderings illustrating general scenography and details. Templates for main levels of text and samples at 100%. Provide a Class C estimate for overall fabrication and graphic production of the exhibition, as well as lighting plans.</p>
<p>Evaluation, Editing, Work in Team</p> <ul style="list-style-type: none"> • Review project status with exhibition team: revised documentation, and current 3D and 2D design documents. • Rework and/or develop a conceptual plan describing spatial organization, circulation, relative size of zones, etc., within a 650 m² (7,000 ft²) space. • Develop a scenographic concept for the overall exhibition, as well as for each zone (wall treatments, 	<p>July 18 to August 2, 2016</p> <p>(2 weeks)</p> <p><u>Deliverables:</u> Revised conceptual plan, scenographic concept, short written description of scenographic concept.</p>

furniture, colour, integration of audiovisual elements, soundscape, etc.).	
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Article 6: Budget

The production budget for these two exhibitions is estimated at \$425,000. This amount includes: fabrication and placement of exhibition components and environments, preparation of artifacts, purchase of audiovisual equipment, graphic production, reconfiguration of the exhibition hall, installation of lighting, and purchase of lighting equipment. This amount excludes the budget for the design firm.

The scenographic concept must meet a \$425,000 production budget.

Fabrication and placement (furniture and travelling kiosk)	\$260,000
AV Equipment	\$60,000
Gallery Construction (walls, etc.), electricity and cleaning	\$58,000
Printing of Graphics	\$40,000
Installation of Lighting	\$6,000
Supplies, Accessories and Cleaning	\$1,000
<u>Total</u>	<u>\$425,000*</u>

*Not included: artifact loan fees, printing of marketing materials, insurance, copyrights, AV production services, photographic services, design services, text editing, security, and dismantling fees.

Article 7: ROLES AND RESPONSABILITIES

7.1 Exhibition Team

The core of the Museum working group for this project is the exhibition team, which consists of the Project Manager, the Curator, the Creative Development Specialist, the Coordinator of

Travelling Exhibitions, an exhibit display preparator, and a Collections Manager. Depending on requirements during the project's development, other staff members may be added to the team — in particular, staff representing Programs, Public Relations, and Collections. In addition, we may ask staff members or consultants representing Conservation, Security, Technical Services, Audiovisual Services, Asset Management to join the team or sit in on meetings. The role of the exhibition team involves determining all content and interpretive messages, providing content and other necessary information to the design firm, collaborating with the design firm, and examining, commenting upon, and approving the firm's work.

The Museum Project Manager will supervise interactions between the firm and the exhibition team, and will ensure that all work meets project requirements and the agreed-upon work plan. The firm will receive guidance and direction from the exhibition team via the Project Manager. The firm will provide all deliverables to the Project Manager, who will seek any necessary approvals.

7.2 Design Firm

The firm will be responsible for providing all necessary details for both the 650 m² (7,000 ft²) and enhanced kiosk versions of the exhibition, as well as for finalizing the concept and producing final plans, in accordance with documentation provided by the team, and based on the description of the statement of work. The design firm will also be responsible for meeting the budget and timetable outlined in this document, in keeping with the work plan determined at the conceptual planning stage. The firm will also be responsible for undertaking production of all exhibition components and graphics. In collaboration with the exhibition team, the firm will accommodate all instructions and guidelines from the Project Manager, in keeping with the team's requirements and management approvals, and will provide all deliverables described in this document.

The firm will read and apply all documentation provided by the exhibition team, will attend all regularly scheduled meetings with the team — as well as other meetings, if required — and will make official design presentations for the team's approval, as well as informal presentations on portions of the project to other members of staff, if necessary.

If design concepts presented at various stages cannot be produced within the production budget outlined in this document, the firm will — in association with the exhibition team, and under the Project Manager's direction — make any changes necessary to meet the project budget.

Article 8: Duties of Design Firm

A design concept has already been developed by the CMH design team. From the final design elements selected by the CMH, the design firm will be required to successfully complete the project. In other words:

- ✓ Build upon existing preliminary and final designs to deliver a travelling exhibition measuring 650 m² (7,000 ft²), and provide technical drawings; undertake fabrication of exhibition components and graphics; and supervise installation of all these elements.
- ✓ Build upon existing conceptual design, a preliminary and final designs to develop a smaller kiosk-style exhibition measuring 46–92 m² (500–1,000 ft²), and provide technical drawings; undertake fabrication of exhibition components and graphics; and supervise installation of all these elements.
- ✓ Determine crating requirements for the transportation of both exhibitions; develop crate

design.

- ✓ Provide schematics for transport truck(s); i.e., configuration of crates in truck(s).
- ✓ For the sake of efficiency and to reduce costs, the design firm should do its best to reuse showcases already in CMH inventory.
- ✓ Although the exhibition need not be modular or particularly compact, it must be sturdy, as well as easy to install, dismantle, and send out on tour.

Article 9: Development of Design

The design firm will be required to deliver a consistent and complete design brief, including plans, sample materials if necessary, and graphics. The final design should include a Class B estimate, detailing costs for layout, production and installation.

Full version for exhibition partners:

Museums interested in borrowing the full 650 m² (7,000 ft²) version of the exhibition will receive a turnkey exhibition, including all core content, objects, furniture and interactive material. The CMH will ask each host museum to present the exhibition in its entirety. Presenting institutions may add their own complementary content to the exhibition, subject to CMH approval (i.e., in Zone 8.6). The exhibition must be capable of travelling to four major institutions in Canada and must thus be sturdy, easy to install and dismantle, and easy to send out on tour.

Enhanced kiosk version:

A 46–92 m² (500–1,000 ft²) travelling version, based on the larger exhibition, must also be produced. This version will have no artifacts, and is defined as an “enhanced kiosk” composed of freestanding panels (5 or 6) and several additional elements: a reading zone, an educational zone, and audio visual components. These components will be inspired by the content, approach and design of the full 650 m² (7,000 ft²) exhibition, to maximize the use of existing content. This smaller exhibition should be modular, compact and sturdy, because it will travel to a wide range of venues, trade-show style. This enhanced version must also be ready for March 9, 2017.

9.1 Execution of Design (Drawing, Plans, Specifications)

Following approval of the final design, the design firm must produce all drawings, plans and specifications required for fabrication and installation, as well as lighting plans. If technical and budgetary constraints require certain adjustments when it comes to forms, dimensions, materials or other elements of the final approved design, these changes must be approved by the exhibition team before they may proceed.

In addition to these drawings, the design firm must also provide the items listed below.

Drawings, Plans and Specifications

Drawings must be provided for all construction, fabrication and installation requirements, along

with lists and specifications for all elements being produced. All information must be organized based on method of production and potential supplier, which will have been determined in consultation with the Project Manager. All information must be provided in as much detail as possible, including specifications of all materials, hardware, fasteners, components, and pre-fab elements, including part numbers, method of construction, and details of assembly and installation. All drawings and documents must be presented in reproducible paper copies and digital PDF.

Structural and Furniture Components, and Decor

The firm must provide drawings, technical plans and specifications — including soundproofing, insulation, finishes, and electrical elements for all components being built. The firm must also identify and specify all other pre-fab components, as well as those available from inventory at the Canadian Museum of History.

Installation Instructions

The firm must provide all drawings and instructions for the installation of fabricated elements.

Schematic for Location of Artifacts

The firm must provide schematics indicating the locations of all artifacts, including replacement artifacts during the tour period, and display requirements — as will have been specified in workshops on placement and display. This includes design and specifications for each required block, case, stand and other type of display.

Graphics

The firm must format the various graphic elements, and provide production specifications for all such elements.

Requirements for the submission of proposals

The firm must include:

- a) Form 1 - Proposal form to be included in the financial proposal
- b) Form 2 - Cost Breakdown form to be included in the financial proposal
- c) Form 3 –Integrity Agreement form to be included in the technical proposal
- d)

The Museum could request written clarifications concerning the required documentation to be included in the proposal. The bidder will be disqualified if he cannot provide the required information within two (2) working days following the reception of the written request.

EVALUATION CRITERIA

In order to streamline the evaluation process, the proposal document must be presented in the following format and must, at a minimum, include the information indicated below.

The proposals received will be evaluated in accordance to the evaluation criteria:

1. **Expertise of the firm and the team identified and demonstrate the ability to fulfill the project requirements. Demonstrate your experience in complex design and manufacture of museum interpretive exhibits:**
 - a) Provide a brief description of the firm, including years of experience (**maximum 1,000 words**).
 - b) Provide a list of the primary members of the team — including subcontractors, if applicable —with information on their skills and education, experience (scope, range and years), and area(s) of responsibility for each member of the project described in this document.
 - c) Provide examples of at least two (2) projects completed within the past five years of a similar size, type and scope to this project. These examples should demonstrate the experience of the firm within this field. All examples must include the information indicated below. Web references may be provided with explanations.
 - i. For each project listed in item c) above, provide the name of the client or organization, its address, telephone number, email address and name of contact person. (These references may be checked.)
 - ii. For each project listed in item c) above, provide a brief description of the project, and of its design, production budget, and exhibition size.
 - iii. For each project listed in item c) above, include an electronic link to allow viewing of project photographs.

2. Proposed methodology

Demonstrate your understanding of the mandate and parameters of the project and its challenge:

- a) From the documents provided in the appendices prepare a text of **500 words** describing your design and manufacture approach and the methodology suggested to meet the criteria of this project and the anticipated major difficulties. In addition, provide us with some sketches showing us your ideas in zone 1 and 2.
- b) Specify the methodology and plan you propose to manage the project, including budget, schedule and quality control.

3. Proposed work plan and Project control strategies

Prepare a draft schedule, with a breakdown of tasks in consecutive order, a timetable, and major deliverables, clearly indicating each stage in the process.

Describe your proposed process for managing this project, including budget, timetable, and quality control

Provide a cost breakdown for this project, particularly in relation to the points below.

- i. Work plans
- ii. Development of detailed design
- iii. Production of design, including preparation of drawings and specifications

Please provide a timetable for payment and total billable costs. Note that payments will be made only once deliverables have been received.

Criteria	Points
<p>1. Demonstrate that your qualifications meet the requirements of this project by providing the following:</p> <p>A) Demonstrate that the company experience in design and manufacturing complex temporary and traveling exhibition</p> <p>B) Demonstrate that staff (including subcontractors) assigned to the project has the experience and skills to carry out such a project.</p>	20
<p>2. Demonstrate your understanding of the project by providing the following:</p> <p>A) Prepare a text of about 500 words describing your approach to design, manufacture and the methodology suggested to meet the criteria of this project</p>	

and the anticipated major difficulties. Provide sufficient detail to demonstrate your understanding of the project, anticipate challenges and solutions to solve them. In addition, we present some sketches showing us your ideas in zone 1 and 2.	20
<p>3. Demonstrate your understanding of the deliverables and schedule by providing the following:</p> <p>A) Prepare a detailed work plan including a timeline setting out the sequence of tasks and deliverables. Show your understanding of the project, challenges and anticipated major problems and the solutions to resolve them.</p>	20
4. Prepare a financial proposal document that provides a cost breakdown for this project, particularly with respect to work planning, development of the detailed design, production design including preparation of drawings and specification	40
Total	100

Only the technical proposal that obtains a passing mark of 42/60 will have their financial proposal evaluated.

MANDATORY CRITERIAS:

The firm must accept and confirm the commitment and engagement of its team for the duration of the project, including all individuals mentioned in this proposal.

The firm must also be bilingual and comfortable communicating and reading documentation in both English and French.

PART IV ANNEXES

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 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:

1 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.

- (a) 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

- ii. accordance with the terms of the Agreement; or 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 contracting 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 reports and prototypes 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 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 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 literary, dramatic, musical and/or artistic 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 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 (forty) 40 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 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. 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 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.

31. 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.

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 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.

34. 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.

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.

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 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. All Risk Property insurance of sufficient limit to cover all property of the Museum 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 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.

41. Warranty

- (a) Unless otherwise provided in the Agreement and notwithstanding prior inspection and acceptance of any Work by the Museum 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 the Museum 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 the Museum Agreement.
- (c) If the Work or any part thereof is found to be defective or non-conforming, the Museum 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 the Museum, the Museum 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 the Museum 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 the Museum.

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 the Museum, 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 the Museum'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 the Museum, its affiliates and all other occupants of the Building. The Museum 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, the Museum 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 the Museum 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 the Museum 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 Museum 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 Museum 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 the Museum 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.

ANNEXES

Considering the limited schedule in time, these annexes are only available either in French or English.

Annex 3 - Interpretive Approach
Attached as a separate document

Annex 4 - Summary of Interpretive Components
Attached as a separate document

Annex 5 - Preliminary Scenario
Attached as a separate document

Annex 6 - Vision of the Visitor Experience
Attached as a separate document

Annex 7 - List of Artifacts
Attached as a separate document

Annex 8 - List of Images
Attached as a separate document

Annex 9 - Floorplan of the Exhibition Space
Attached as a separate document

Annex 10 - List of Main message
Attached as a separate document

PART V – FORMS

FORM 1 – COST BREAKDOWN FORM

Provide a cost breakdown for this project, but not limited to these phases.

Work plans Development of detailed design

Production of design, including preparation of drawings and specifications

Please provide a timetable for payment and total billable costs. Note that payments will be made only once deliverables have been received.

Deliverable	Cost
Phase 1 – Preliminary Design	\$
Phase 2 – Final Design	\$
Phase 3 – Specifications, plans and technical specification, graphic production files and format	\$
Phase 4 – Fabrication and Installation	\$
Phase 5 – Close out	\$
Meetings, workshops and consulting during design process	\$

PART V

FORM 2- PROPOSAL FORM

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

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 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 _____ (\$ _____) 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 the Museum 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 the Museum, 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 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 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 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 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 the Museum 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, the Museum shall have the right to retain the proposal deposit for the use of the Museum and may accept any proposal, advertise for new proposals, negotiate a Contract with any other Proponent who has submitted a Proposal acceptable to the Museum and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by the Museum over and above the proposal deposit. We acknowledge and agree that the Museum 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 _____, 2016 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 or

PART V

FORM 2- INTEGRITY AGREEMENT

MUSEUM INTEGRITY CERTIFICATION AGREEMENT

To ensure fairness, openness and transparency; Bidders will need to agree that they are eligible to do business with the Museum by certifying that they have not been convicted in any Federal or Provincial Court for the following:

- Any kind of fraud under the Financial Administration Act, whether Federal or Provincial;
- Any kind of fraud, bribery, perjury, extortion or falsification against any Government under the Criminal Code of Canada;
- Participation in activities of criminal organizations and or Money Laundering;
- Corruption, collusion, bid-rigging or any other anti-competitive activity under the Competition Act;
- Income and excise tax evasion, whether Federal or Provincial;
- Bribing a foreign public official;
- Offences in relation to drug trafficking; and
- Payment of a contingency fee to a person to whom the Lobbying Act applies.

The Museum will declare a bid non-conforming in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified above is found to be untrue, in any respect, by the Museum.

The Museum will have the right to terminate the Contract for default if:

- It is determined, after contract award, that the Bidder made a false declaration, or
- During the Contract, the Bidder is convicted for any of the conducts stated above; in this case the Bidder will have the obligation to disclose promptly such circumstance.

By signing this agreement, I agree with its content, and I solemnly affirm that all individuals who directly or indirectly control the bidding company, corporation, or sole ownership; including its organizations, corporate bodies, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors are eligible to be awarded a contract with the Museum, and that such persons can complete all of the certifications as noted above.

Name: _____

Signature: _____

Position: _____ date: _____

PART VI - COMPETITION ID PAGE

Musée canadien de l'histoire

100, rue Laurier
Gatineau (Québec)
K1A 0M8

Canadian Museum of History

100 Laurier Street
Gatineau QC
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 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 Administration Building at the Canadian Museum of History (door N-4 accessed from Jacques-Cartier Park)**, located at 100 Laurier Street, Gatineau, Quebec, Canada.

**PROJECT NO. CMH-2442 : DESIGN EXPOSITION
HOCKEY MORE THAN JUST A GAME**

PROJET NO MCH-2442 :HOCKEY: PLUS QU'UN SIMPLE JEU

DATE ET HEURE DE FERMETURE : Le 12 juillet 2016 à 14 h 00

CLOSING DATE & TIME: July 12, 2016 at 2:00 p.m.

Renée Gauthier
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