



SOCIÉTÉ DU MUSÉE CANADIEN DES CIVILISATIONS
CANADIAN MUSEUM OF CIVILIZATION CORPORATION



REQUEST FOR PROPOSAL

FOR

**FOOD EQUIPMENT MAINTENANCE
FOR THE CANADIAN MUSEUM OF CIVILIZATION CORPORATION**

REQUIRED BY

**The Canadian Museum of Civilizations Corporation
(Contracts Section)**

REQUEST FOR PROPOSAL NO.: CMCC-2111

DATE OF SOLICITATION: September 25, 2013

DATE & TIME OF CLOSING: October 16, 2013 at 2:00 P.M.

Part I - GENERAL INFORMATION

ARTICLE 1: PROJECT SUMMARY

The CMCC is requesting proposals from qualified firms to provide regular inspection, maintenance and repair services and also to provide recommendations on repair vs replacement options of the CMC and CWM large kitchen equipment and appliances.

There are three main types of equipment and appliances: Gas, Refrigeration and Rational Ovens.

The term of the contract shall be for two (2) years with the option to renew for three (3) periods of one (1) year.

ARTICLE 2: SECURITY CLEARANCES

"Not applicable to this project".

ARTICLE 3: SITE VISIT (MANDATORY)

N/A at this stage

ARTICLE 4: CONTRACT DOCUMENTS

The Contract documents governing this Proposal consist of:

- The Request for proposal itself including;
- Annex 1 – Scope of Work and Evaluation Criteria (separate document) with the equipment list;

ARTICLE 5: TERMINOLOGY

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

The term '**Contract Documents**' means those documents described in Article 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 Invitation to Tender.

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

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

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

ARTICLE 6: 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 7: COMMENCEMENT OF THE SERVICES

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

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

Part II - PROPONENT INSTRUCTIONS, INFORMATION AND CONDITIONS

ARTICLE 1: SUBMISSION OF PROPOSALS

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

1.02 It is the Proponent's responsibility to:

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

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

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

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

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

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

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

All Proponents guarantee that if their Proposal is withdrawn before the CMCC shall have considered the Proposals or before or after they have been notified that their Proposal has been accepted by CMCC or, should any Proponent fail, refuse or be unable to enter into a Contract with CMCC within seven (7) working days of acceptance

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

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

ARTICLE 2: LATE BIDS

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

ARTICLE 3: ENQUIRIES

- 3.01 All enquiries or issues concerning this RFP must be submitted in writing to the Contracting Authority named below as early as possible during the period of the RFP.
- 3.02 **Enquiries must be received by the Contracting Authority no later than October 9, 2013 at 04:00 P.M.** to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the RFP Closing Date.
- 3.03 To ensure consistency and quality of information provided to Proponents, the Contracting Authority will provide, simultaneously to all Proponents to which this RFP has been sent, any information with respect to significant enquiries received and the replies to such enquiries, without revealing the sources of the enquiries.
- 3.04 **All enquiries and other communications with CMCC's officials or representatives throughout the RFP period are to be directed ONLY to the Contracting Authority named below. Non-compliance with this condition during the RFP period may (for that reason alone) result in disqualification of a Proposal.**
- 3.05 Meetings will not be held with individual Proponents prior to the RFP Closing Date.

3.06 Contracting Authority:

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

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

ARTICLE 4: PROPOSAL COSTS

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

ARTICLE 5: METHOD OF PAYMENT

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

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

ARTICLE 6: INSPECTION AND ACCEPTANCE

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

ARTICLE 7: DEBRIEFING

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

Part III - PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

ARTICLE 1: ELECTRONIC TRANSMISSION AND SUBMISSION OF PROPOSALS

<p>NOTICE: PROPOSALS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED</p>

- 1.01 Due to the nature of this RFP, electronic transmission of Proposals by such means as electronic mail or facsimile to CMCC's Contracts Section is not considered to be practical and therefore will not be accepted.
- 1.02 Proposals (**in three (3) copies**) **MUST** be delivered and stamped with the date and time of remittance at the bid box, to the location and by the closing time and date listed on the **Competition ID Page** and on page 1 of this RFP document and on any other addenda modifying that date. The Proposals **must** be accompanied by the **Competition ID page** contained herein as an annex.
- 1.03 The Proponents should ensure that the Proponent's name and return address, the "Tender solicitation number" and the bid closing date appear legibly in their Proposals as well as on the outside of the envelope containing the Proponent's Proposal.
- 1.04 The Proponents must duly fill and sign the PROPOSAL FORM contained herein as an annex. Furthermore, Proponents must also ensure that all pricing information be submitted in a separate document within their Proposals.
- 1.05 The Proponents should provide a single point of contact for further communications with CMCC. It shall be this contact person's responsibility to disseminate the information to his/her company or group of companies. The contact information should at least contain the name, title, phone #, fax #, and E-mail address. CMCC will conduct all communications during the RFP process through this designated contact person.

ARTICLE 2: EVALUATION PROCEDURES

- 2.01 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Annex 1**. 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 CMCC. The results of the Proposal evaluation according to the criteria will be the prime tool in the overall evaluation; however, the method of payment (see Method of Payment clause) will also be considered in the overall evaluation to determine the Proposals that offer the best value to CMCC. CMCC reserves the right to enter into negotiations concerning price.
- 2.03 The final decision on the selection of a Contractor to perform the Work in question may be contingent on the results of a meeting with the proposed evaluation team.

- 2.04 The evaluation team reserves the right but is not obliged to perform any of the following:
- (a) seek clarification or verify any or all information provided by the Proponent with respect to this RFP;
 - (b) contact any or all of the references supplied and to interview, at the sole costs of the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement, at CMCC's locations, on forty-eight (48) hours' notice, to verify and validate any information or data submitted by the Proponent.

ARTICLE 3: PRICE PROPOSALS

- 3.01 As part of this RFP, the Proponent is required to provide a detailed breakdown of his/her price proposal (i.e. hourly rate, upset fee, proposed upset disbursements), including all of the following, if applicable and to submit pricing for each component separately.
- (a) Professional services: Indicate the professional category of the Proponent(s) with a single fixed rate.
 - (b) Subcontractors: List individually any Subcontractors proposed by name, outline responsibility for the Work to be performed by each, and give fixed rate for each Subcontractor proposed.
 - (c) Goods and Services Tax (GST) and the Provincial Sales Tax (PST): The GST and the PST will be excluded from Proposal prices and must be separately indicated in the price proposal
 - (d) **Proponents must also ensure that all pricing information is submitted in a separate document within their Proposals from the other information provided.**

ARTICLE 4: PROPOSAL PRESENTATION

- 4.01 Your Proposal should be concise and should address, but not necessarily be limited to, the following points:
- (a) State your approach and proposed methodology to meet the requirements, the degree of success expected, and any major difficulties that are anticipated. It is suggested you provide sufficient detail to demonstrate your grasp of the requirements and your ability to fulfil them.
 - (b) State your request, if any, for deviations from the requirements, specifying the reason for such deviations.
 - (c) Provide information detailing your experience and qualifications, including examples of the most recent contract you worked on relevant to this type of project.

- (d) Any information requested under 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

1. BACKGROUND

The Canadian Museum of Civilization Corporation (CMCC) is comprised of the Canadian Museum of Civilization (CMC) and the Canadian War Museum (CWM). Together the museums collect and disseminate information on our cultural and military history through exhibitions, educational programming, research, collections, special events, publications, research and much more.

The Canadian Museum of Civilization Corporation (CMCC) operates these museums in 2 locations in the National Capital Region:

1. The Canadian Museum of Civilization (CMC) is located in Gatineau, Quebec, on the banks of the Ottawa River, directly opposite Parliament Hill. There is a *Cafeteria des Voyageurs* (a full service cafeteria and a patio), a *Café* and a *Bistro Boreal* (table service restaurant) which have been recently constructed.
2. The Canadian War Museum (CWM) is located on the Ottawa River just west of downtown Ottawa. There is a cafeteria called *The Mess* with a patio.

Public foodservices at the two facilities are operated by a Contractor under an Agreement with the CMCC. However, the CMCC owns the large kitchen equipment and appliances in both facilities and is responsible to ensure that they are constantly in good operation condition in order to keep the Food service operations without disruptions.

2. OBJECTIVE

The CMCC is requesting proposals from qualified firms to provide regular inspection, maintenance and repair services and also to provide recommendations on repair vs replacement options of the CMC and CWM large kitchen equipment and appliances.

There are three main types of equipment and appliances: Gas, Refrigeration and Rational Ovens.

A complete list of equipment is found on page 17, 18 and 19.

The term of the contract shall be for two (2) years with the option to renew for three (3) periods of one (1) year.

3. OVERVIEW OF RESPONSIBILITIES AND TASKS

- The work will include the materials, manpower, tools and supplies needed for the regular inspection, maintenance and urgent repair services during equipment failure of the listed equipment.
- The Contractor will offer services, 7 days a week to both Canadian Museum of Civilization and the Canadian War Museum locations.
- Response time for emergency repairs shall be as quickly as possible or a maximum of 4hrs from time of notification of required repairs. All scheduled regular maintenance and equipment repair visits shall be coordinated with the pre-determined personnel such as (Project Authority, or the Food Operator Contractor/Manager, prior to access with the facility
- The Project Authority will review the maintenance plan and reserves the right to ask for the plan to be revised.
- The Contractor shall perform a thorough inspection of each piece of equipment during the first year of the contract and follow manufacturer suggested preventative maintenance schedule for each piece of equipment in the consecutive years.

Please note that the thorough inspection of the fridges and ice machines will be completed by mid-October 2013 and is not part of this contract. The Contractor will follow manufacturer suggested preventative maintenance schedule for these pieces of equipment in the consecutive years.

- The Contractor shall perform and keep records on any and all tests required by provincial regulations. (www.healthinspections.ca).
- Prior to repairs, the Contractor will advise the Project Authority and provide an estimate for approval.
- The Contractor will provide any documents pertaining to repairs or replacement of parts (warranties, specifications, etc...).
- All replacement parts shall be new parts unless approval is given by the Project Authority prior to installation.
- Keep the equipment list and schedule updated and will send it to the Project Authority on a regular basis unless he/she requires it earlier.
- Maintain accurate record of changes to the equipment.

- Obtain the most competitive prices for parts;
- Provide details suggestions for cost saving measures;
- All personnel assigned will be required to be cleared for entry within the facility. The Contractor may provide designated technician's security clearance certificate in advance.
- Technicians shall provide proper company identification upon arrival for entry into the facility.
- Ensure all Work is carried out in accordance with municipal, provincial and federal legislation, codes, regulations and standards, as well as those of any other Authority having jurisdiction. It is the responsibility of the Contractor to ensure that all technicians performing the work must be licensed or certified to do so.
- Invoices for services under the Agreement shall be submitted to the CMCC Account Payables division and shall include breakdown of all expenditures including Parts, Labour, Material and fixed fees if applicable.

4. OTHER CONDITIONS AND EXCLUSIONS :

- Should any of the units become redundant, replaced or added during the life of this contract, all the same conditions will apply to new equipment. Should the need arise to purchase new part (Compressor, pump etc) for any of the units, replacement costs of such part will include pick up and proper recycling of the old part.
- This agreement does not cover possible short term rental fees for additional pieces of equipment. as rental fees will require a separate Purchase Order.
- This agreement will not cover purchase of brand new pieces of equipment, as purchases will require a separate Purchase Order.

5. PROPOSAL PRESENTATION :

5.1 The proponent shall provide a description of its relevant experience pertaining to the type of work, number of years in the business, details of qualifications of the staff/technicians. Also include the required licenses, permits, certifications, etc...)

5.2 As part of the requirements of this RFP, the Proponent shall set out in detail the methodology he/she shall employ in delivering the services such as regular inspection, tests, maintenance, emergencies and repairs of the equipment or

Planned Maintenance Program, reporting method, service calls, etc....

5.3 Details of service warranty ,including but not limited to guaranteed response times.

5.4 Three (3) examples of similar projects within the last three 3 years including the name of the client, location, period of the contract, description of the work performed.

5.5 Provide three (3) references from clients related to this type of work.

6. Value Added

Proponents may suggest additional features , performance characteristics or value added options available beyond those requested that would improve solutions , goals and objectives improving efficiency and reducing overall costs or environmental waste. A summary and explanation detailing any price reduction or additional costs pertaining thereto should be provided.

Price reductions or extra costs will need to be presented **SEPERATELY** and not in the proposal cost.

7. Costs

The pricing provided shall address:

Labour (regular & overtime, weekend and holidays), Travel, emergency rates, vehicle charges, fixed maintenance fees, if applicable.

Also include percentage (%) of surcharge on parts over retail value if applicable).

8. EVALUATION METHOD :

Proposals received in accordance with the terms and conditions set out in this RFP shall be evaluated as follows:

In order to have their cost evaluated a firm must have a minimum of 39 points out of 55 points on the technical evaluation (criteria 1 to 6).

Criteria	Points
1. Proponent and staff relevant experience and qualifications	10 pts
2. Proposed methodology	20 pts
3. Warranty of services / Response time	5 pts
4. Examples of similar projects	5 pts
5. References	5 pts
6. Value Added	10 pts
7. Costs (in a separate envelope)	45 pts

CANADIAN MUSEUM OF CIVILIZATION'S EQUIPMENT (2 PAGE LIST)

CMC Kitchen			
number of units	Item	make/model	
2	Steam kettle	Vulcan Velt 60 & 40	
1	Steam kettle	Hussman (1988)	
2	Ovens	Rational SCC2020	
1	Tilt skillet	Vulcan Vet S30	
1	Stone topstove	Garland	
2	electric deep fryer	Garland	
2	double decker convection oven	Garland	
1	ice maker	Hoshizaki	
2	Stand up fridge	True TM24	
1	Quad freezer w/4 doors	Foster NGL-50_AD-T	
4	Walk-in fridge	Foster	
1	Walk-in freezer	Noubec	
1	blast chiller	Traulsen	
1	vacuum pack machine	Berkel	
1	Griddle (flat top)	Ridalco	
1	Grill	Quest	
2	Walk-in coolers 3 doors		
CMC Caf			
1	Under counter fridge 2 drawers		
2	cold& hot well		
1	Fryer		
1	three compartment hot well		
1	Under counter 2 drawer freezer	TRUE	
1	turboair fridge	TSR-23SD	
1	pizza oven	Woodstove	
1	half size hot box	metro, C190	
2	two compartment hot well		
3	Display cooler	Royal Pinnacle	
2	Soup well		
2	Rectangular ice wells		
1	Round ice well		

1	Deli case	QBD	
1	cold table	TRUE	
1	Hot well		
1	Under counter freezer	Beverage air	
Panorama			
1	6 burners stove	Garland	
1	Salamander	Garland	
1	Fryer	Pitco	
1	Convection oven	US Range- 'Summit'	
1	Steamer	Garland-"Pronto"	
1	fridge 4 doors	Foster , NGH-50	
1	freezer 2 door	Foster NGL- 25_AD T	
1	Fridge 2 doors	Foster	not working
2	2 door undercounter fridge		not working
1	tripple hot well		not working
inventory			
16	Hot boxes	various makes and models	
1	Magicator BBQ		
Pantry			
2	Walki-in cooler	Foster	
1	Ice maker	Scotsman	

CANADIAN WAR MUSEUM

# of units	Item	Make/model	
CWM			
Kitchen			
2	ventilation hood	Spring Air	
2	convection oven	Su Fire	
1	6 burner gas stove	US Range	
1	walk in freezer	Curtis	
2	walk-in fridge	Curtis	
1	Warmer	Metro	
1	ice machine	Scotsman	
1	Dishwasher	Hobart	
CWM			
Cafeteria			
1	2drawer under counter fridge	Silver King	(not working)
1	Hot well 3 parts		
1	Deli fridge		
2	Fryer	Frymaster	

1	flat top grill	Garland	
1	Gas grill	Garland	
1	Toaster	ToastQwick	
1	Under counter fridge		
1	food warmer-hot surface	Hafco Glow ray	
1	Oven	Turbochef	
1	Under counter fridge	TRUE	
1	Display fridge		
1	Beer fridge		
1	grab& Go fridge		
1	2 soups station		
CWM	Pantry		
2	walk-in fridge		

ANNEX 2 – GENERAL TERMS AND CONDITIONS

1. Definitions

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

2. Taxes

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

3. Language of this Agreement

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

4. Invoicing

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

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

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

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

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

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

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

5. Commencement and Performance of the Contractor's Work

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

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

6. Delays

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

7. Project Authority

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

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

8. Contract Authority

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

- a) the Contracting Authority is responsible for all queries related to the terms of the Contract and for its amendments;
- b) the Contracting Authority has the sole power to authorize any changes to the Contract;

- c) the Contracting Authority has the sole power to contractually bind the corporation;
- d) the Contracting Authority is responsible for dispute resolution arising out of the Contract.

9. Termination with Notice

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

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

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

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

10. Termination for Cause

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

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

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

Upon termination of this Agreement under this Article, CMCC may require the Contractor to deliver and transfer title to CMCC, in the manner and to the extent directed by CMCC, of any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of this Agreement. CMCC shall pay the Contractor, for all such finished work delivered pursuant to such direction and accepted by CMCC, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the

fair and reasonable cost to the Contractor of all materials or work-in-process delivered to CMCC pursuant to such direction. CMCC may withhold from the amounts due to the Contractor such sums as CMCC determines to be necessary to protect CMCC against excess costs for the completion of the Work.

11. Security Clearances

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

12. Status of the Contractor

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

13. Powers of CMCC

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

14. Assignment and Subcontracting

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

15. Indemnity against Claims

The Contractor shall at all times indemnify and hold harmless CMCC, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under Worker's Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including

loss or damage sustained by the Contractor) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by CMCC arising out of or in any way connected with this Agreement, whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen solely out of CMCC's negligence. The Contractor shall also indemnify and hold harmless CMCC with regard to any action or claim for infringement or alleged infringement by the Contractor of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by CMCC.

16. Representation by Contractor

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

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

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

17. Accounts

The Contractor shall:

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

18. Bribery and Conflict of Interest

The Contractor represents and warrants that:

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

19. Confidentiality

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

20. Notices

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

To the Contractor: As determined in the Agreement.

To CMCC:

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

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

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

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

24. Members of the House of Commons

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

25. Cooperation with Other Contractors

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

26. Official Languages

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

27. Disputes

All claims by the Contractor against CMCC relating to this Agreement shall be in writing and shall be submitted to the Contract Authority within 30 (thirty) days of the date of the occurrence giving rise to the claim. The Contracting Authority will issue its decision in writing within a reasonable time, in accordance with regulations promulgated by CMCC and taking into account such factors as the size and complexity of the claim and the adequacy of the information and support regarding the claim provided by the Contractor. Specific findings of facts are not required but, if made, shall not be binding in any subsequent proceeding. The Contracting Authority's decision on the claim

shall be final and conclusive, subject to review by a tribunal of competent jurisdiction. Pending a decision from a tribunal of competent jurisdiction, CMCC has a right to require that, notwithstanding its claim, the Contractor proceed diligently with the performance of the Work in accordance with the terms of the Agreement and in accordance with the Contract Authority's decision. Notwithstanding any other provision of this Article, the Contractor and CMCC can mutually agree on any alternative means of dispute resolution or procedures for resolving any claims by the Contractor.

28. Other Contractors

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

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

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

It may be a requirement that the Contractor may have to co-ordinate its Work with that of other Contractors, hired by CMCC or other workers who are part of CMCC. The Contractor's Work may need to connect with the subsequent Work as indicated in the Agreement. Should there be a change in the scope of Work required for the planning and performance of this co-ordination and connection, the changes must be authorized by a Change Order.

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

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

29. Canadian Labour and Materials

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

30. Non-Performance - Waiver

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

31. Obligations Joint and Several

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

32. Amendments

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

33. Entire Agreement

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

34. Further Documents

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

35. Governing Law

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

36. Counterparts

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

37. Execution of Document

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

38. Gender and Number

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

39. Compliance with Applicable Laws (*Fair Wages Act*)

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

<p>The following clauses will be enforced where applicable.</p>
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40. Insurance

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

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

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

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

41. Warranty

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

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

Contractor shall take all reasonable action to prevent any strikes, lockouts, picketing, boycotts and other labour disputes at the Work site or any other disruptive actions affecting CMCC, its affiliates, the services or the building. In the event of a strike or lockout involving Contractor personnel which results in Contractor being unable to perform all or a portion of the services, Contractor shall, with CMCC's approval, take whatever steps are necessary to maintain the performance of services and to provide such performance with the least effect on the normal operations of CMCC, its affiliates and all other occupants of the Building. The CMCC reserves the right to make whatever arrangements are necessary to maintain the cleanliness of the building and perform the other services set forth in this Agreement and, pursuant thereto, to use whatever equipment the Contractor has in the building for cleaning purposes. Whether as a result of a strike or otherwise, if Contractor fails to perform its obligations hereunder within a period of twenty-four (24) hours following receipt of written notice of such failure, CMCC shall have the right to terminate this Agreement without notice to Contractor and employ another contractor to perform Contractor's obligations hereunder and to take any other steps it deems necessary to ensure that the Work to be performed hereunder is done so in a timely and orderly manner.

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

43. Alterations of Drawings and/or Specifications

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

44. Suspension of Work and Change in Specifications

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

45. Food

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

46. Access

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

protective safety equipment. The Contractor shall provide and maintain controls necessary to preserve continuous security of the site against intrusion, loss or damage.

47. Smoking

Smoking is strictly prohibited within CMCC's buildings.

48. Disposal

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

49. Noise Restrictions

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

50. Construction

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

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

Part V - FORMS

List of Forms:

- Form 1 - Proposal form
- Form 2 - Price Grid

FORM 1- PROPOSAL FORM

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

PROJECT TITLE: _____

SOLICITATION NO: _____

WE: _____
(Name of Contractor)

OF: _____
(Address of Contractor)

1. **DO HEREBY OFFER** to CMCC to diligently and faithfully perform and complete the Work for the amounts shown below, which forms part of this Proposal Form, in accordance with all the terms and conditions of the Contract Documents. The total estimated price is _____ (**SEE PRICE GRID**) _____ (\$) in Canadian funds, which price also include all allowances for bonding, warranties, but exclude applicable Provincial and Federal Goods and Services Taxes which are stated separately.

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

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

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

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

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

3.2 Examined to our satisfaction all conditions affecting the Work

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

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

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

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

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

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

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

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

4.2 No person, firm or corporation other than the undersigned has any interest in the Proposal or in the proposed

Contract for which the Proposal is made.

- 4.3 This Proposal is made by the undersigned without any connection, knowledge, comparison of figures or arrangement with any other person who might submit a proposal for the same Work and is in all respects fair and without collusion or fraud.
- 4.4 Proposed Subcontractors have been given the opportunity to study the Contract Documents.
- 4.5 The Work will be completed in a good and workmanlike manner, with a standard of quality above or equivalent to that expected under all applicable statutory, regulatory and customary codes and industry standards of workmanship.

5. AND WE HEREBY AGREE THAT:

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

SIGNATURES

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

COMPANY

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

(GST Registration No.)

SIGNATURE: _____

NAME & TITLE: _____
(Please Print)

FORM 2 – PRICE GRID

Description	Hourly Rate
Labour : Regular	\$
Labour : Overtime	\$
Labour : Weekends	\$
Labour : Holidays	\$
Emergencies rates	\$
Travel	\$
Vehicle charges	\$
Fixed maintenance fees (if applicable)	\$
% of surcharge on parts over retail value if applicable	% _____

Please provide the following information:

Name of Company: _____

Street Address: _____

City: _____ Province: _____ Postal Code: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

HST/GST Registration Number: _____

Part VI - **COMPETITION ID PAGE**

**Société du musée canadien
des civilisations**

100, rue Laurier
Gatineau (Québec)
K1A 0M8

**Canadian Museum of
Civilization Corporation**

100 Laurier Street
Gatineau, Quebec
K1A 0M8

Nom de la compagnie/Company Name

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

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

**PROJET NO. CMCC-2111 : FOOD EQUIPMENT MAINTENANCE FOR THE
CANADIAN MUSEUM OF CIVILIZATION
CORPORATION.**

**PROJECT NO. CMCC-2111 : SERVICES D'ENTRETIEN DES APPAREILS DE
CUISINE POUR LA SOCIÉTÉ DU MUSÉE CANADIEN
DES CIVILISATIONS.**

DATE ET HEURE DE FERMETURE : Le 16 octobre 2013 à 14:00

CLOSING DATE & TIME: October 16, 2013 at 2:00 PM

Sylvie Parent

Section des contrats/ Contract Section

Services financiers et administratifs/ Financial & Administrative Services

PAGE D'IDENTIFICATION - IDENTIFICATION PAGE

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