



REQUEST FOR PROPOSALS

FOR

**Building Operation Services for the Canadian Museum of History and the
Canadian War Museum**

REQUIRED BY

The Canadian Museum of History (Contracts Section)

PROPOSAL SOLICITATION REFERENCE NO.: CHM-2276

DATE OF SOLICITATION: October 30, 2014

DATE & TIME OF CLOSING: December 9, 2014 at 2:00PM

PART I - GENERAL INFORMATION

ARTICLE 1: PROJECT SUMMARY

The Canadian Museum of History (CMH) is looking to select a single qualified Contractor to provide reliable building operations and maintenance services at competitive market costs, taking into account the specialized nature of the Canadian Museum of History and the Canadian war Museum buildings.

CMH has other objectives such as optimizing buildings and systems operations, obtaining high efficiency from each asset, extending asset life expectancy and avoiding untimely equipment and systems breakdown.

Any contract(s) arising from this RFP shall commence on April 1, 2015 and will be for five (5) years with a five (5) year option to renew. The exercising of the option shall be at the sole discretion of CMH.

The proposed contracts are not stipulated sum contracts, but rather flow through contracts. In each case, the Contractor's yearly fixed fee is set and protected. All trade labour, material and sub-contractor expenses are charged at cost or "flowed through" to the Owner. As a result, the Contractor risks no loss of fees by soliciting competitive pricing from his/her sub-contractors for repair and maintenance tasks, for finding and recommending efficiencies and/or for proposing other opportunities to reduce operating costs. All of these savings in the approved budgets accrue to CMH.

MANDATORY SITE VISITS

Companies wishing to submit a proposal MUST attend the following two site visits:

Visit number 1: A "MANDATORY" site visit shall be held on **November 13, 2014 at 9:00 am** in order that bidders fully satisfy themselves with regards to the scope of work and existing site conditions.

All bidders shall report to the Security Desk of the Canadian Museum of History, Curatorial Building, located on 100 Laurier Street, Gatineau, Quebec.

Visit number 2: A "MANDATORY" site visit shall be held on **November 13, 2014 at 1:00 pm** in order that bidders fully satisfy themselves with regards to the scope of work and existing site conditions.

All bidders shall report to the Security Desk of the Canadian War Museum, located on 1 Vimy Place, Ottawa, Ontario.

All bidders MUST attend BOTH site visits and sign at each one in the SIGN IN SHEET to be eligible to submit a proposal. In addition, please provide a business card. Bidders **must be present** by **9:00 AM and by 1:00 P.M.** to be eligible to attend each the Mandatory Site Visit.

It is strongly recommended to bring your camera in order to record the site conditions.

A session of Questions and Answers will be held at the end Visit Number 2.

ARTICLE 2: CONTRACT DOCUMENTS

The Contract documents governing this Proposal consist of:

- The Request for proposal itself;
- Annex 1 – Scope of Work and Evaluation Criteria
 - Appendix A Minimum Staff Requirements
 - Appendix B Key Performance Indicators
 - Appendix C CMH Base Building Equipment
 - Appendix D CMH Equipment for AV and Lighting
 - Appendix E CMH Tools, Lifts, Ladders and Office Equipment
 - Appendix F CWM Base Building Equipment
 - Appendix G CWM Equipment for AV and Lighting
 - Appendix H CWM Tools, Lifts, Ladders and Office Equipment
- Proponent Instructions, Information and Conditions;
- General Terms and Conditions;
- Addenda issued during the tender period (if applicable)

ARTICLE 3: TERMINOLOGY

The term '**Bidder**' and/or '**Proponent**' used in this Request for Proposal means the entire Bidder and/or Proponent's team and any Subcontractors as described within this Request For Proposal.

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

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

The term '**RFP Closing Date**' used in this Request for Proposal means the time set out in the Competition ID Page of this Proposal at which no further Proposals could be submitted pursuant to CMH'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.

The term '**Work**' means the services and/or products referred to in the 'Scope of Work' described in Part IV of the RFP Document.

ARTICLE 4: DOCUMENT EXAMINATION

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

ARTICLE 5: COMMENCEMENT OF THE SERVICES

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

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

ARTICLE 6: BONDING

6.1 Bidders must enclose with their proposal a **BID BOND** in the amount of **ten percent (10%)** of the Yearly Fixed Fee (Overhead + Management Services + Profit) for **year number 1**.

6.2 Upon award of the contract, the successful company will have ten business days to produce a **Contract Performance Bond** in the amount of **one tenth (1/10)** of the of the sum of years 1 to 5 of the Yearly Fixed Fee (Overhead + Management Services + Profit). This Performance Bond must be maintained for the whole life of the contract.

The bonds shall be either one of the following: a certified cheque or a surety bond (as approved by federal government)
The bid bond and/or certified cheque shall be payable to the Canadian Museum of History.

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 CMH 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. CMH 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;**
- (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. CMH 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 CMH 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 CMH or any Proposal will not necessarily be accepted. Unless otherwise specified in the Contract documents, CMH 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) CMH’s (positive or negative) relationship with any Proponent;
- (g) The use of equivalence-alternates.

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

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- 1.04** Proposals may be accepted by CMH in whole or in part without prior negotiation. CMH 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 CMH may enter into Contract without negotiation, CMH 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. CMH is not required to offer any modified terms and conditions to any other Proponent. CMH is entitled to utilize information or clarifications received from any Proponent. CMH 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 CMH 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** CMH 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, CMH 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 CMH using CMH'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 CMH shall have considered the Proposals or before or after they have been notified that their Proposal has been accepted by CMH or, should any Proponent fail, refuse or be unable to enter into a Contract with CMH within seven (7) working days of acceptance by CMH of the Proposal, then the Museum may retain and make effective the Bid Bond for the use of CMH and may accept any Proposal, advertise for new Proposals, negotiate a Contract with any other Proponent who has submitted a Proposal acceptable to CMH and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by CMH over and above the Bid Bond. The CMH shall be entitled to rely on this provision even if the Contractor has commenced the Work in accordance with section 5 of annex II of this Request For Proposals.
- 1.12** If the Contract Documents contain any discrepancy, omission, inconsistency or ambiguity, the Proponent must notify CMH immediately. Upon receipt of such notification, CMH 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 CMH will govern.

ARTICLE 2: LATE BIDS

2.01 It is CMH'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 November 24, 2014 at 2:00 PM 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 make available, simultaneously on Internet using the RFP posting site, 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 CMH'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, Quebec K1A 0M8

Attention: **Paulo Muleiro**
Telephone: (819) 776-8517
Fax: (819) 776-8535
E-mail address: paulo.muleiro@historymuseum.ca

ARTICLE 4: PROPOSAL COSTS

4.01 The Proponent agrees that CMH'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. CMH 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 CMH, 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 CMH 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 CMH has any objection to the content of the invoice or the substantiating documentation, CMH 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 CMH may withhold payment until such time as the objection has been cleared to the satisfaction of CMH.
 - (c) All payments for work carried out shall be made to the Contractor. It is understood that no payments shall be made by CMH 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 CMH within ten (10) days from award date. These sessions can be conducted by either telephone conference or personal meeting, at the option of CMH. Neither Itemized, total scores of any evaluation criteria, nor written summaries of debriefings are 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 CMH's Contracts Section is not considered to be practical and therefore will not be accepted.
- 1.02 Proposals (**in four 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** 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 **must provide a single point of contact** for further communications with CMH. 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**. CMH will conduct all communications during the RFP process through this designated contact person.
- 1.06 Proponents must fill and sign the **CMH Integrity Agreement**

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 **Annex 1**.
- 2.02 An evaluation team will evaluate the Proposals on behalf of CMH. 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 CMH. CMH 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 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 CMH's locations, 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 as required in Part IV, including all of the following, if applicable and to submit pricing for each component separately.

Price proposal must be submitted in a separated sealed envelope within with your proposal for this RFP.

- (a) Yearly Fixed Fee: Indicate the Yearly Fixed fee composed by the sum of Overhead, management Services and Profit.
- (b) Unite Rates: Indicate the Unit Hourly rates charged to the flow through budget for each of the trades.

ARTICLE 4: PROPOSAL PRESENTATION

- 4.01 Your Proposal should be concise and should address, but not necessarily be limited to, the following points:
- (a) All of the 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. The Proponent **must** provide a single point of contact for all communications and administrative details with CMH.

PART IV - ANNEXES

ANNEX 1 - SCOPE OF WORK, EVALUATION PROCESS AND CRITERIA

BACKGROUND

The Canadian Museum of History is a Crown Corporation established by the Museums Act of 1990.

The Canadian Museum of History located at 100 Laurier Street in Gatineau Quebec, has been in operation since 1989. With a footprint slightly greater than 1,030,000 square feet, CMH consists of two interconnected buildings – the Museum itself and the Administration (Curatorial) Building. It features a number of Galleries and Exhibition Halls (including the Grand Hall and the Canada Hall), a Library, a Restaurant, a Cafeteria, Boutiques, Collection Storage areas the Salon Marius Barbeau Theatre, the IMAX Theatre and Administrative offices. The CMH houses in excess of 3.75 million artifacts. It receives approximately 1,200,000 visitors per year from all over the world. The CMH is a highly sought after venue for a wide range of special events and ceremonies, both public and private, and hosts an average of 650 special events annually.

The Canadian War Museum (CWM) is Canada's national museum of military history. On May 8, 2005 the Museum reopened in a stunning new building on LeBreton Flats at 1 Vimy Place, Ottawa, Ontario. It has a total floor area of 440,000 square feet and features Galleries and Halls (including the LeBreton Gallery, the Regeneration Hall and the Memorial Hall), a Research Centre, a Cafeteria, a Boutique, an Equipment Shop, Collection Storage areas, the Barney Danson Theatre and Administrative offices. It receives approximately 400,000 visitors per year from all over the world and hosts an average of 350 special events annually.

Both CMH and CWM are internationally renowned institutions that stake their reputations on the quality of their visitors' experience. Maintaining a high standard of maintenance at these facilities is critical to their continued success. Accordingly, the Contractor must maintain all areas to achieve a high level of comfort to visitors and employees at all times.

OBJECTIVE

Two of CMH's primary responsibilities are the operation and management of the Canadian Museum of History (CMH) and the Canadian War Museum (CWM) buildings. It is the responsibility of the CMH Facility Management Team to ensure the efficient and cost effective operation, maintenance and repair of all aspects of these specialized facilities and their systems.

The primary objective of this Request for Proposal (RFP) is to select a single qualified Contractor to provide reliable building operations and maintenance services at competitive market costs, taking into account the specialized nature of the buildings.

CMH has other objectives such as optimizing buildings and systems operations, obtaining high efficiency from each asset, extending asset life expectancy and avoiding untimely equipment and systems breakdown

Any contract(s) arising from this RFP shall commence on April 1, 2015 and will be for five (5) years with a five (5) year option to renew. The exercising of the option shall be at the sole discretion of CMH.

The proposed contracts are not stipulated sum contracts, but rather flow through contracts. In each case, the Contractor's yearly fixed fee are set and protected. All trade labour, material and sub-contractor expenses are charged at cost or "flowed through" to the Owner. As a result, the Contractor risks no loss of fees by soliciting competitive pricing from his/her sub-contractors for repair and maintenance tasks, for finding and recommending efficiencies and/or for proposing other opportunities to reduce operating costs. All of these savings in the approved budgets accrue to CMH.

SCOPE OF WORK

1.- Definitions

"Buildings" and "Museum" means the Canadian Museum of History and the Canadian War Museum;

"Base Building M & E" means operation and maintenance of all mechanical and electrical systems;

"Audio Systems and Lighting" means the operation and maintenance of Audio Visual Systems and operation and maintenance of Lighting Systems in accordance with the Service Agreement and the detailed requirements set out in this RFP;

"Client" means the Canadian Museum of History;

"Contractor" means the provider of Mechanical & Electrical Services and Facility Maintenance and Operational Services for the buildings under the terms of a Base Building M & E Services Contract and a Facility Maintenance and Operations Contract;

"Contract Authority" means the person designated by the client as its representative for purposes of administering the contract;

"CMH" means the Canadian Museum of History;

"CWM" means the Canadian War Museum;

"Facility Officer" means the Project Authority's representative;

"FMO" means Facilities Maintenance and Operations;

"Labour" means the direct trades labour only, at the CMH and CWM sites to perform the work covered under this RFP; "Labour" has the same meaning as "Payroll" in the various tables in this RFP;

"Material" means all material, parts, equipment and tools required to perform the work covered under this RFP;

“M&E Minor Repairs” means work related to the mechanical and electrical equipment that cannot be predicted in advance and therefore cannot be included in the scheduled preventive maintenance portion of this contract.

“FMO Minor Repairs” means work related to the Facilities Maintenance and Operations for which the Contractor must include an annual budget in this contract for such building components.

“O and M” means Operation and Maintenance;

“Overhead” means all management costs, training costs, quality control costs, office supplies (including phone expenses), vacation pay, statutory holiday, social benefits to employees, insurance, uniforms and travel expenses.

“Owner” means the Canadian Museum of History (CMH) which is the entity governing both the CMH and CWM buildings;

“Profit” means the profit after the direct costs for the work and the Overhead;

“Project Authority” means the person designated by the client as its representative for purposes of the delivery of services;

“Services” means the technical, operational, and managerial functions to be performed for CMH by the contractor;

“Service Contract (SC)” means the agreement entered into between the owner and the contractor pursuant to this RFP; and

“Sub-contract” means sub-contracted labour and sub-contracted equipment by the Contractor required for the work under this RFP.

2.- General Requirements:

2.1.- The Contractor shall ensure that 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.

2.2.- The Contractor shall ensure that all systems, components and equipment are inspected, operated and maintained as required to meet or exceed the industry standards and at all times be compliant with respect to current licenses and certifications where applicable.

2.3.- Provide a safe, comfortable, and convenient environment for visitors and staff with the objective of minimizing the number of complaints related to these issues.

2.4.- Satisfy the needs for a productive work environment in the buildings with the objective of avoiding disruptions or deviations from standards in building operations within the control of the Contractor.

2.5.- Maintain strict environmental controls for the preservation of the museums collections and objects on display.

2.6.- Areas maintained by the Contractor shall present the highest level of appearance at all times and clear, safe access and egress.

2.7.- The Contractor shall be responsible for all damages caused by its employees, without limitation, where such damages are a result of its operations or negligence.

2.8.- The Contractor shall maintain all tools and equipment in a safe, operative condition (as recommended by the manufacturer) throughout the term of the Contract. The Contractor shall immediately remove and replace any equipment or tool found to be unsafe or worn.

2.9.- The Contractor shall provide uniforms to each employee, approved by the CMH Project Authority in advance of their purchase by the Contractor. The Contractor shall ensure that all employees wear the uniforms while at work.

2.10.- The Contractor shall provide fully qualified employees and/or subcontractors in the execution of the Work. The Contractor shall provide all necessary training and supervision to ensure that all tools and equipment are operated in a safe manner at all times by its employees and/or its subcontractors. Training includes but is not limited to instruction required to obtain all necessary licences and certifications, including fall arrest and for equipment operation.

2.11.- The Contractor shall, when warranted, provide barricades, signage and all other protection during operations to permit the continued safe use of the facilities by the occupants, the public, visitors and all other persons with minimal inconvenience. All such protection equipment shall be of professional quality. Signage shall be bilingual.

2.12.- The Contractor shall comply with all taxation, health and safety, labour and employment laws, rules, regulations, notices and orders relating to the performance of services by any and all Contractor personnel including, without limitations, those pertaining to labour relations, occupational health and safety, employment standards, workers' compensation, non-discrimination and pay equity.

2.13.- The Contractor shall use and shall store all tools, equipment, material and supplies in a safe and secure manner at all times and in accordance with all Federal, Provincial and Municipal requirements including but not limited to Workplace Hazardous Materials Information System (WHMIS).

2.14.- The Contractor shall keep a record of any defective or damaged property and of any hazardous condition encountered during the execution of the work and shall immediately advise the CMH Project Authority of the nature and location of the condition.

2.15.- All work is to be executed in a safe, professional manner incorporating the best materials and highest standards of workmanship in accordance with the Specifications and with instructions given from time to time by CMH Project Authority.

2.16.- During the execution of the Work, no part of the structure shall be loaded with a load greater than it is designed to bear safely.

2.17.- The Contractor is responsible for all protective measures and such measures shall comply with the requirements of all applicable Federal, Provincial and Municipal laws, by-laws and regulations, and to all special requirements of all authorities having jurisdiction.

2.18.- The Contractor shall promptly pay for any work, materials or services done, supplied or performed in respect of the Work and which are the responsibility of the Contractor hereunder and shall forthwith, at its own expense, discharge any liens arising out of the Work at any time filed against the site. The Contractor shall use his/her best efforts to ensure that the sites are kept free from all such liens and shall be responsible for all costs, legal or otherwise, incurred by the CMH as a result of any liens being so filed.

2.19.- The Contractor shall wherever possible use products which are environmentally friendly. Products, regardless of brand or type, shall be delivered to the site with a minimum of packaging and where practical, bulk containers should be used. The Contractor will be responsible for removal, recycling and disposal of all packaging, containers, vessels and non-serviceable equipment, which, by law or building policy, may not be placed in the normal waste stream.

2.20.- All chemicals and/or other products used must be identified with WHMIS labelling and utilized according to W.H.M.I.S. guidelines. Material Safety Data Sheets (MSD) for all products and chemicals must be provided to the CMH prior to their use.

2.21.- The CMH may, at its sole discretion, instruct the Contractor to discontinue the use of any products or equipment and have them substituted by other acceptable products or equipment.

2.22.- The Contractor shall immediately act upon instructions by the CMH Project Authority to correct deficiencies without any additional cost to CMH. No allowance will be granted to compensate for additional or unexpected costs incurred by the Contractor including, but not limited to, costs for extra personnel required to adequately perform the Work under the standard in accordance with the Specifications.

2.23.- The Contractor shall immediately notify and report to the CMH representative, and to appropriate representatives of all authorities having jurisdiction, any accident or incident involving the Contractor, the CMH, or the public in respect of persons and/or property, where such accident or incident arises from the Contractor's execution of the Work. The Contractor shall provide copies of all such reports to the CMH.

2.24 The Contractor will obtain a minimum of 3 prices from sub-contractors and suppliers for materials and for contracts for all expenses including minor projects over \$2000, and will provide evidence that this process is being respected.

Mandate for Building Operations Services

3.1 CMH and CWM Mechanical and Electrical Services

3.1.1.1 Under this mandate, the Contractor is to provide labour and materials that are required to perform the safe and efficient Maintenance and Operation of Mechanical and Electrical systems at both the Museum of History and the Canadian War Museum and ensure that all equipment and procedures meet local codes and regulations having jurisdiction. Some maintenance services are contracted directly by the museum, see the Contract Management (section 5) for details.

3.1.1.2 All consumable materials, minor replacements (components of the systems when the replacements are within allocated budgets) required to perform complete preventive maintenance of M&E equipment are part of the work.

3.1.1.3 Details about individual equipment, tools and other inventory can be found in Appendices C–H.

3.1.1.4 All labour and parts associated with major repairs and replacement and/or renewal of major assets (equipment, systems) are excluded from this contract. Assets replacement is defined as removal of an actual asset, installation of a used or new asset and disposal of the old asset. Asset renewal is defined as major work to be performed to permit an asset to reach or to extend its life cycle.

3.1.1.5 Supply all tools and equipment required to perform the contracted services with the exception of tools provided by CMH.

3.1.1.6 The systems include but are not limited to the following:

Plant M&E Services

Energy Supply

Backup Generator(s) and fuel delivery system

Cooling Generating Systems

Heating Generating Systems

Air and Hydronic Distribution Systems

Terminal & Package HVAC Units

Controls & Instrumentation

Other special HVAC Systems & Equipment and Systems - Testing & Balancing

Plumbing

Plumbing Fixtures

Domestic Water Distribution

Sanitary Waste

Rain Water Drainage

Sewage and Storm Water Sump Pumps

Fire Protection
Sprinkler Systems
Fire Pumps
Stand-Pipe & Hose Systems
Fire Suppression Systems including the systems in Art Vaults, Laboratories, Kitchen and Cafeteria areas
Electrical Service & Distribution
UPS systems of various size
Power Monitoring Equipment
Other Specialty Electrical Systems

CMH and CWM

3.1.2 Mechanical and Electrical Services Specific to CMH

Specific

The following requirements are specific to the Canadian Museum of History:

3.1.2.1 A Plant Operator (Certified Stationary Engineer, Class 3A) is required for 24/7 operation at the CMH. The Contractor must provide qualified personnel with the appropriate licences to operate the equipment on site.

3.1.2.2 The following systems are specific to the Canadian Museum of History

Special Fire Protection Systems (FM 200)
Hydronic Snow Melting System
Other Plumbing Systems such as Irrigation and Water Fountain Systems

3.1.3 Mechanical and Electrical Services Specific to CWM

CWM

The following requirements are specific to the Canadian War Museum:

3.1.3.1 A Plant Operator (Certified Stationary Engineer, Class 4A) is required from 7:00 a.m. to 7:00 p.m., seven days a week at the CWM building. The Contractor must provide qualified personnel with the appropriate licences to operate the equipment on site.

3.1.3.2 The following systems are specific to the Canadian War Museum

Memorial Pool Plumbing System

3.2.1 CMH and CWM Civil, Architectural and other Operational Services

3.2.1.1 Under this mandate, the Contractor shall provide labour, materials and sub-contracts that are required to perform Facility Maintenance and Operations at the Canadian Museum of History and the

Canadian War Museum including indoor and outdoor parking areas. Some maintenance services are contracted directly by the museum, see the Contract Management (section 5) for details.

3.2.1.2 The Contractor must perform visual inspections on an ongoing basis as part of the day-to-day operations of the assets. These visits include inspection of equipment rooms and occupied space.

3.2.1.3 Facility Maintenance and Operations Services include but are not limited to:

3.2.1.3.1 Inspection, maintenance and minor repairs of the following building envelope elements (whenever they apply):

- Exterior Walls, Window Sills, Soffits, Parapets, Louvers
- Exterior Windows, Curtain Walls, Window Shutters, Security Grills
- Exterior Doors, Door Security Grills
- Overhead Doors
- Roofs, Fascia, Gutters
- Skylights, Roof hatches

3.2.1.3.2 Inspection, maintenance and minor repairs of the following building interior elements (whenever they apply):

- Partitions
- Interior doors
- Ornamental Metals & Handrails, Identifying Devices
- Architectural Signage
- Stair finishes
- Wall finishes
- Floor finishes
- Ceiling finishes

3.2.1.3.3 Inspection, maintenance and minor repairs of the following elements (whenever they apply):

- Institutional equipment (Library Shelves, Manual and Motorized Compact Shelving Systems)
- Loading docks and dock levellers
- Hazardous chemical rooms
- Fixed furnishings (Blinds & Other Window Treatments, Floor Grilles & Carpets, Multiple Seats)
- Movable furnishings (Furniture (inspections only) & Accessories, Rugs & Mats)
- General minor labour tasks and handy-person work

3.2.1.3.4 Inspection, maintenance and minor repairs of indoor parking: (whenever they apply):

- Parking control including parking gate control systems, card readers, ticket machines and Pay on Foot systems (immediate response and trouble calls only, the CMH has a maintenance contract on those systems with a third party vendor, which is managed by CHM)

- Roadways (Curbs & Gutters, Rails & Barriers, Painted Lines, Markings & Signs)
- Pedestrian paving (Sidewalks, Steps)
- Walls, doors and signs

3.2.1.3.5 Inspection, maintenance and minor repairs on the following exterior grounds elements (whenever they apply):

- Roadways, Curbs, Gutters, Rails, Barriers, Painted Lines and Markings
- Pedestrian paving and interlock (Sidewalks, Steps and Plazas)
- Fences, Gates, Retaining Walls, Signs, Furnishings, Fountains, Flags and Flagpoles

3.2.1.3.6 The Contractor shall manage the inventory, reservation and loaning of aerial lifts and forklifts to qualified Museum staff and contractors.

3.2.1.3.7 Monitoring weekly and performing quarterly inspections of the public address system that is based on a digital network composed of multiple processors, peripherals, amplification and speakers whose programming and configuration is updated on a regular basis to reflect changes to new construction or new partitioning of exhibit areas to achieve the optimum flexibility and sound quality for the users

3.2.1.3.8 The contractor is responsible for the collection and disposal of all hazardous waste products used or created onsite by museum operations and maintenance activities. This work includes the creation of all manifests and records, updates to museum accounts, disposal through a licensed company all in conformance with applicable regulations.

3.2.2 Civil, Architectural, Sound, Lighting, and other Operational Services Specific to CMH

3.2.2.1 Maintain theatre finishes and equipment by:

- Perform visual inspections and make repairs as necessary to avoid any impacts on theatre operations.
- Seats in IMAX Theatre (Quantity 299) and in MSB Theatre (Quantity 500)
- Omnimax dome lift system (monthly visual inspections and annual inspection in January)

3.2.2.2 Other (whenever they apply):

- Annual installation and removal of Christmas Lights (Quantity +/- 10,000) in trees. Installation and removal dates to be co-ordinated with schedule set by the National Capital Commission.

3.2.2.3 Maintaining sound systems consisting of but not limited to:

- the Salon Marius Barbeau (SMB) Theatre Cinema Sound System
- the SMB Theatre Performance Sound System
- the Grand-Hall Concert Sound System
- the Children Museum Theatre Sound System
- the First People's Hall (FPH) Performance Sound System

3.2.2.4 Operation and maintenance of the lighting control systems to specifically perform and ensure:

- parts and lamp stock are available for constant maintenance and sufficient inventory exists to accommodate base building and Theatre Lighting, Exhibit Lighting, and Base Building Lighting.
- produce a lighting maintenance schedule to ensure the design integrity of the project for the duration of the display period;
- monitor the two main lighting control network systems for the CMC site, consisting of a GENTEC Low Voltage control and ETC dimming system controlled via a Cat5 network, by the Contractor's staff via the CMH Light-Manager stations situated at the CMC plant
- monitor user functional requirements and manufacturer's software updates, perform weekly inspections of every zone controller and hub to ensure constant control of the site and perform bi-annual seasonal program updates to reflect time change and exterior specific requirements;
- Re-lamping duties including the maintenance of base building lighting, exhibit lighting systems in exhibit areas, in the exhibit showcases and in the collections areas, by:
 - creating and maintaining an MS-Access/HTML lamp inventory application that will enable the accurate tracking of lamp stock and expenditures,
 - bulk re-lamping and seasonal maintenance at CMC, including but not limited to the following:
 - Collections Vaults Bulk Re-lamping,
 - Interior and Exterior Bulk Re-lamping,
 - Annual overall fixture and cove lighting maintenance during the January shutdown;
 - Maintaining the theatrical and cinema rigging systems by coordinating the maintenance and system tracking of all theatrical rigging which requires constant monitoring due to the potential revenue loss to the CMH and health and safety risks that could be involved in the case of a system failure, which consist of but are not limited to:
 - the CMC-SMB Theatre GALA VERTILIFT (Paco-Gaston/Laforest) permanent stage hoisting system and the CMC-IMAX Theatre Dome and IMAX Flat Screen permanent stage hoisting systems to be operated and inspected by the Contractor on a daily basis with periodic in depth inspection and maintenance but the actual maintenance is coordinated and supervised by the Contractor for execution under CMH contracts.
 - the CMH Portable lift systems and the CMH Special event temporary rigging,
 - maintenance of other rigging motors on secondary systems that needs inspection and testing before and after each event, including:
 - the CMC-SMB Theatre Main-Drape Traveler (permanent single electric drum motor),
 - the CMC-SMB Theatre Acoustical Panel system (18 permanent drum motors),
 - the CMC-SMB Theatre Mezzanine I-Beam (permanent electric hoist system), and
 - the CMC-SMB Theatre Fire Curtain System (permanent).

3.2.2.5 Maintenance of temporary rigging, including an extensive inventory of lifts, hoist motors, structural trusses and rigging materials in stock to accommodate temporary rigging of video screens, decors and other components for special events presentations.

3.2.2.6 Operation and Maintenance of six (6) Life Line Systems. The locations of these systems are IMAX Dome, First People's Hall, Canada Hall, Conservation Hall-Local #1007B, Children's Museum and Exterior Skylight Dome.

3.2.2.7 Maintenance of the staging and accessories, normally referred to as carpentry in the theatre industry, by:

- ensuring that the equipment is functional and safe to operate via the preventive maintenance program, regular site inspections, strict operational procedures and repairs,
- periodic testing and maintenance of all electrical services and AV infrastructure in the Grand-Hall stage,
- maintaining, in the SMB-Theatre, through in-house and contracted services, all of the systems at least once a year, including:
 - cleaning, repairing and fire-guard treatment of all curtains,
 - bi-annual repairing and painting of all portable stage units,
 - annual overall maintenance,
 - monthly maintenance on the Steinway Piano (tuning and cleaning),
 - monthly color filter change and focus,
 - quarterly over-all maintenance.

3.2.2.8 The Museum also requires the Contractor to allocate resources for the provision of advice on the technical requirements and support for CMC exhibit lighting projects that occurs approximately 6 times a year.

3.2.3 Civil, Architectural, Sound, Lighting, and other Operational Services Specific to CWM

3.2.3.1 Inspection, maintenance and minor repairs of outdoor parking meters (whenever they apply):
- Parking Meters

3.2.3.2 Inspection, maintenance and minor repairs of Theatre Seats (240 seats) and retractable theatre seating system

3.2.3.3 Maintaining sound systems consisting of but not limited to:

- the Barney Danson Surround Sound System
- the Barney Danson Performance Sound System
- the CWM's four Ateliers Sound Systems
- LeBreton Performance Sound System

3.2.3.4 Operation and maintenance of the lighting control systems:

- to ensure parts and lamp stock are available for constant maintenance and sufficient inventory to accommodate needs in Theatre Lighting, Exhibit Lighting and Special Event Lighting and Base Building Lighting.
- to produce a lighting maintenance schedule to ensure the design integrity of the project for the duration of the display period;

- to monitor the main lighting control network system for the CWM site, consisting of a LUTRON GRAFIK EYE 7000 control system;
- monitor user functional requirements and manufacturer's software updates, perform weekly inspections of every zone controller and hub to ensure constant control of the site and perform bi-annual seasonal program updates to reflect time change and exterior specific requirements.
- Re-lamping duties including the maintenance of base building lighting, exhibit lighting systems in exhibit areas and in the exhibit showcases and in the collections areas, by:
- creating and maintaining an MS-Access/HTML lamp inventory application that will enable the accurate tracking of lamp stock and expenditures,
- bulk re-lamping and seasonal maintenance at CWM, including but not limited to the following:
 - Collections Vaults Bulk Re-lamping,
 - Interior and Exterior Bulk Re-lamping,
 - Annual overall fixture maintenance during the January shutdown.
- Maintaining the theatre mechanical systems by co-ordinating the maintenance and system tracking of all theatrical mechanics which requires constant monitoring due to the potential revenue loss to the CWM and health and safety risks that could be involved in the case of a system failure; the systems consist of but are not limited to:
 - the CWM Barney Danson Theatre motorized proscenium system to be operated and inspected by the Contractor on a monthly basis with periodic in-depth inspection and maintenance,
 - the CWM Portable lift systems and the CWM Special event temporary rigging,
 - maintenance of other rigging motors on secondary systems that need inspection and testing before and after each event, including:
 - the CWM Barney Danson Main Drape Traveler (permanent single electric motor)
 - the CWM Barney Danson Theatre Acoustical Panel system
 - Maintenance of temporary rigging, including an extensive inventory of lifts, hoist motors, structural trusses and rigging materials in stock to accommodate temporary rigging of video screens, decors and other components for special events presentations;

3.2.3.5 Maintenance of the staging and accessories, normally referred to as carpentry in the theatre industry, by:

- ensuring that the equipment is functional and safe to operate via the preventive maintenance program, regular site inspections, strict operational procedures and repairs,
- periodic testing and maintenance of all electrical services and AV infrastructure in the LeBreton Gallery and Barney Danson Theatre,
- maintaining and operating the motorized HUSSEY Retractable Seating System with regular inspection, preventive maintenance program and operation procedures,
- maintaining, in the Barney Danson Theatre, through in-house and contracted services, all of the systems at least once a year, including:
 - cleaning, repairing and fire-guard treatment of all curtains,
 - bi-annual repairing and painting of all portable stage units,
 - annual overall maintenance,

- monthly color filter change and focus,
- quarterly over-all maintenance.

3.2.3.6 The Museum also requires the Contractor to allocate resources for the provision of advice on the technical requirements and support for CWM exhibit lighting projects that occurs approximately 6 times a year.

4.- Mandate for Minor Projects

The contractor will be responsible for providing support to various projects and groups at the request of the project authority. This work can involve in house or subcontracted work. Typical examples of support that falls into this category are listed below. The budget allocated to this work would be agreed upon by the contractor and the project authority.

4.1 Support capital projects with logistical and investigation services.

4.2 Plant operator support of shutdowns as well as electrical and mechanical lockouts.

4.3 Temporary power, water or heating and cooling provisions.

4.4 Minor refits of offices or spaces to small subsystems or building finishes.

4.5 Replacement of small subsystems or building finishes.

5.- Mandate for Contract Management

5.1 The following services are under contract and coordinated by the owner. The only exception to this section are when first response and/or after hour emergencies occur, then it will be the responsibility of the Contractor:

5.1.1 CMH:

Grounds and Snow Removal

Building Cleaning Services

Window Cleaning Services

Elevator & Escalator Maintenance

Parking

5.1.2 CWM:

Grounds and Snow Removal

Building Cleaning Services

Window Cleaning Services

Elevator Maintenance

Parking

5.2 The following services are under contract by the owner but the services are coordinated and verified by the Contractor:

5.2.1 CMH:

Waste Removal
Fire Alarm System
Building Controls
Chiller Maintenance

5.2.2 CWM:

Waste Removal
Fire Alarm System
Building Controls
Chiller Maintenance

5.3 The following services are under the responsibility solely of the Contractor; this list is non-exhaustive but provides an example of typical activities that may be performed by this contractor's sub-contractors. The Contractor can provide these services directly by their staff if completed in accordance of RFP specifications:

5.3.1 CMH:

Generator Maintenance
Refrigerant Alarm Maintenance
Chemical Treatment
Pest Control
Sprinkler & Riser Maintenance
Irrigation System Maintenance

5.3.2 CWM:

Generator Maintenance
Refrigerant Alarm Maintenance
Chemical Treatment
Pest Control
Sprinkler & Riser Maintenance

5.4 The Contractor may be requested to provide assistance towards the monitoring and inspection of contracts in direct relationship with the CMH for verifying work completion, for placing and following up on trouble calls if and when required and for providing report information to the Facilities Management Technical Team, all to ensure the proper, safe and efficient operation and appearance of the Museum buildings.

5.5 The Contractor will obtain a minimum of 3 prices from sub-contractors and suppliers for materials and for contracts for all expenses including minor projects over \$2000, and will, provide evidence that this procedure is being respected.

5.6 Contract Transition

5.6.1 The transition period is the period of time between the date of Contract Award and the Contract Start Date. The transition period will take place from March 1st to March 31st 2015.

5.6.2 This transition period is necessary to:

- pPlan and coordinate activities in advance, to ensure continuity of all museum operations. Develop a thorough understanding of the CMH and CWM, its structure, practices, regulations and operations.
- vValidate the O&M documentation provided by the museum.
- ilImplement the contractor's proposed organizational structure.
- eEstablish relationships and lines of communication with key stakeholders.
- bBegin to develop Standard Operating Procedures.
- dDevelop and test Service Provider's information systems and protocols.

5.6.3 The Contractor must appoint a dedicated transition manager to act as a single point of contact for the museum on all activities related to the transition within 15 days of Contract award.

-The transition manager will be responsible for:

Ensuring transition objectives and RFP commitments are achieved.

Identification of how required staff will be placed, trained and security cleared prior to the operational start date.

Tracking, manage and report on the transition deliverables from Contract Award until 30 days after the operational start date.

5.6.4 The transition plan must include, but not be limited to:

- A comprehensive human resources plan
 - Engagement of necessary subcontract services
 - Development of invoicing and accounts payable processes
 - A communications plan and strategy
 - A gap analysis and action plan to validate any missing information
 - Provision of all prescribed documentation within the Contract
- Familiarization of the RFP requirements, as well as, applicable museum, municipal, provincial and federal government policies, regulations, directives and procedures
- Transition contingency plans

Maintenance Management

6.1 Documentation

6.1.1 The Contractor must maintain an indexed filing system of all O&M documentation related to the building. The Contractor is to update this documentation in a timely manner whenever modifications to the facility or its systems are made.

6.1.2 The Contractor must validate the equipment inventory provided by the Client upon Contract award and identify any gaps within 90 days. The Contractor is to maintain this inventory and provide a copy to the project authority whenever updates are made.

6.1.3 The Contractor must maintain and provide to the project authority a current list of contacts and immediately advise the Client of any changes via e-mail.

6.1.4 The Contractor must validate the preventative maintenance specifications provided by the Client upon Contract award and identify any gaps within 90 days. The Contractor is to maintain these specifications and provide a copy to the Project Authority whenever updates are made.

6.1.5 The Contractor is required to create standard operating procedures for all standard operational tasks. The procedures are subject to review by the Project Authority prior to acceptance. Equipment O&M documentation will be provided by the owner where available to facilitate this.

6.1.6 The Contractor is required to create building specific emergency response plans. These plans and procedures are to detail building specific responses to mitigate risk and damage to the facility. The plans are subject to review by the project authority prior to acceptance.

6.2 Project Handovers and maintenance information

6.2.1 The Contractor will be required to coordinate building operations during asset renewal projects in cooperation with the CMH facility management project team.

6.2.2 Project documentation that is provided to the contractor must be logged and confirmation of its receipt given to the project authority.

6.2.3 New preventative maintenance routines or standard operating procedures are to be created to ensure seamless operation of new or modified assets.

6.3 Computerized Maintenance Management Software and Updates

6.3.1 The Contractor shall maintain and keep up to date the preventive maintenance schedule and related data into a Computerized Maintenance Management Software (CMMS).

6.3.2 Currently the CMH's CMMS is under a JD Edwards template platform. The Contractor shall propose a new CMMS system or maintain the current system. It is also the responsibility of the Contractor to update the CMMS system whenever required. The transfer of data from JD Edwards to any new software if required should be completed within 90 days after the beginning of the contract, and the cost to transfer such data will bear solely on the Contractor. The data files in the JD Edwards software will be the property of the CMH.

6.3.3 After building transfer, an annual audit will be conducted on all assets due no later than the transfer anniversary date.

7.- Schedule of Works

7.1 The Contractor shall monitor the building operations 24 hours per day and 7 days per week through the Building Automation System with a bilingual building operator to ensure the safe and efficient operations of all building systems. The building operator at the CMH building is also responsible for remote monitoring of the Canadian War Museum (CWM) building systems after the operating hours of the CWM building operators. The operating hours at CWM are from 7:00 a.m. to 7:00 p.m., seven days a week.

7.2 All emergency calls shall be answered immediately on a 24/7 basis. When the call requires a service technician who is off site, the technician shall report on site ready to service the system within 2 hours of receiving the request for emergency service and such work shall proceed continuously until the system is returned to normal and safe operating conditions;

7.3 Delivery times for planned work and tasks shall be within the agreed targets;

7.4 Ninety days after the Contract is awarded, the Contractor shall produce a detailed maintenance plan in a CMMS program to be submitted to the Project Authority;

7.5 Under the mandates set out in this RFP, the Contractor shall be responsible for the safe and efficient operation of the buildings and their systems on a 24/7 basis throughout the term of this contract and any subsequent option period that may be exercised.

7.6 All work shall be planned, co-ordinated and performed in a manner that is least disruptive to Museum clients, visitors, staff and operations, and in accordance with Capital Projects and with Special Events requirements. Major maintenance projects shall be scheduled during the Museum closure for one week during January, where practicable.

7.7 All work shall be planned, co-ordinated and performed on a schedule that best protects the integrity and long-term serviceability of the components and equipment.

7.8 Maintenance and repair activities shall be scheduled to meet or exceed manufacturer's recommended frequencies.

7.9 Certain spaces with the Museums are off-limits to non-curatorial staff; activities in these areas require the presence of a curatorial staff member at all times. The Contractor shall plan and co-ordinate access requirements to these areas in advance with the Project Authority.

8.- Trouble Calls

8.1 The Contractor shall respond immediately to Trouble Calls during and after hours related to building operations at the Museum and report the corrective actions through the Trouble Call Management System. Any delay of services or any deficiencies that could impact on the Museum operations shall be reported immediately to the Project Authority.

8.2 Trouble calls should be answered as quickly as possible and at most within one 1 hour of the call being placed. The duration of the repair or correction is not part of the one hour timeline but should be done in a timely manner.

8.3 The museum uses Perspective (PPM 2000) software to initiate and deliver trouble calls. The Contractor will be responsible for training their staff in the use of this software.

8.4 Trouble calls are also requested by email through a centralized distribution list. The Contractor will be required to acknowledge these trouble calls and create work tickets in Perspective.

9.Reporting

9.1 Meetings

9.1.1 Regular meetings (every 4-6 weeks) will be held with the Contractor's Supervisors and the Facility Management Technical Team to co-ordinate the operations and maintenance with the Museum's operations and the Capital Project activities for the following months, and to review the activities of the previous month.

9.1.2 Bi-weekly meetings shall be held with the Project Authority (or his Representative) and the Contractor's Supervisors regarding on-going operations. The contractor shall minute the meetings to document decisions and tasks.

9.2 Reports

9.2.1 Startup Reports and Documentation:

9.2.1.1 A review of all O&M documentation must be completed within 90 days of contract award. A report must be submitted detailing the review of the documents and summarizing any concerns or questions for each manual, reference or lack thereof.

9.2.1.2 An updated, detailed Maintenance service plan must outline all tasks, procedures and frequencies to meet or exceed the manufacturers' recommendations while identifying the maintenance that will be performed monthly, quarterly, semi-annually and annually. This maintenance service plan shall be in Microsoft Office format and the Contractor will update the CMMS System within 90 days

after April 1, 2015. The Project Authority will review the maintenance plan and reserves the right to ask for the plan to be revised.

9.2.2 Incident Reports

9.2.2.1 Incident reports shall be submitted to the project authority whenever an impact on the museums visitors or staff will be perceived from any portion of the museums systems under the control of the contractor. Incident reports will also be submitted for any equipment failures requiring repair. Incident reports should be submitted as soon as possible after the event has occurred and no later than 24 hours. The following information must be included at a minimum:

- Time and date of issue, it's cause, as well as response and resolution of the problem.
- Asset Affected as well as Area or clients affected.
- Personnel or contractors Involved
- Short term solutions or recommendations
- Long term solutions or recommendations if applicable.

9.2.3 Monthly Reports

9.2.3.1 Monthly reports must provide detailed information to the project authority to clearly demonstrate the work complete on the operations and maintenance of that month. The following sections should be included at a minimum. During the course of the contract the format of the monthly submissions can be adjusted with the agreement of the Project Authority.

9.2.3.1.1 Introduction – Provide a brief introduction and short abstract.

9.2.3.1.2 Financial Performance - Fill out a table for a quick Financial Performance Summary. Comment on values and any deviations from expected results.

	Previous Year YTD	This Year YTD	Annual Budget	This Yearend Variance %
Building Operations				
Total				

9.2.3.1.3 Building Operations Summary - Provide a quick summary of FMO highlights

- Planned Maintenance – Number of preventative maintenance activities generated and % completed.
- Unplanned Maintenance - Number of corrective maintenance activities generated and % completed, Number of trouble call activities received and % completed, number of Minor repairs – Detail any larger corrective work that was done beyond simple corrective tasks.
- Recommendations – Identify areas for improvement that require owner involvement.

Financial Analysis - Fill out a table for a quick Financial Performance Summary. Comment on values and any deviations from expected results.

Monthly Summary	Previous Year YTD	This Year YTD	Annual Budget	This Yearend Variance %
Labor				
Materials				
Subcontractors				
Fixed fee				
Total				

9.2.3.1.4 Temperature and Humidity.- In addition, the Contractor must make precise comments on the environmental conditions of the collections vaults, exhibits and any other area where artifacts are stored. The Contractor shall provide **monthly** trends of each space indicating temperature, humidity as well as temperature and humidity setpoints of the space. The format of the reports will be tuned by the Contractor in cooperation with the project authority to produce clear and legible plots that can be distributed and archived easily. Any deviations outside setpoint conditions must be identified and a justification provided for the breach. An alarm log of the control system must be provided for the months activities and any serious alarms impacting the performance of museum systems highlighted for review by the project authority.

9.2.3.1.5 Deferred Maintenance – Identify any maintenance that was deferred and justify.

9.2.3.1.6 Incident reports – List all incident reports – Identify any outstanding concerns

9.2.3.1.7 Life Safety and Compliance – Identify any concerns with life safety systems or code compliance issues.

9.2.3.1.8 Health and Safety – List any workplace injuries and their resolution. Discuss any highlights of Contractor health and safety meetings

9.2.3.1.9 Human Resources – List any issues with onsite staff or similarly related issues.

9.2.3.1.10 Environmental Management – Comment on status

9.2.3.1.11 Halocarbon Management – Comment on status

9.2.3.1.12 Hazardous Material/Waste Management – Comment on status

9.2.3.1.13 Pest management – Comment on status

9.2.3.1.14 Service Contract Evaluations

Museum Contracts – Write a summary of work coordinated for all contracts under the direction of the Contractor.

Contracter Contracts - Write a summary of subcontracted work under the direction of the Contractor.

9.2.3.1.15 Energy and Utilities – Provide statistical information for all utility consumption rates. Identify deviations from previous years monthly data and provide justification for increases or decreases.

9.2.3.1.16 Conclusion – Summary of the report.

9.2.4 Quarterly Reports

9.2.4.1 Quarterly Reports include the information as required in monthly reports and also the cost projections in 4 categories of services in detail (labour, material, sub-contract and fixed management fee).

9.2.5 Yearly reports

9.2.5.1 Yearly reports include the review of the annual budgeting and business plan and provide a mechanism for the identification of service opportunities and the need for the enhancement of services/resources where appropriate and cost saving opportunities where appropriate.

9.2.5.2 Yearly reports also include all of the highlights from the monthly reports and provide a yearly view of each section covered in the monthly report. Other issues covered in this review and planning exercise include:

- existing/current services;
- additional services;
- review procedures;
- changes in business processes;
- changes in service levels;
- key performance indicators;
- budget savings;
 - trends and recommendations while taking into account the inventories of equipment, their life cycles and available resources.

9.2.5.3 The Contractor must undertake an annual review of asset performance, including a review of physical condition, and compliance with environmental, health and safety, regulatory authorities and other priorities. This Annual Building Review will provide primary input for annual budgets, and will contribute to ensuring the integrity and value of the asset.

9.2.5.4 The report will include, but not be limited to:

- asset background information
- overall building physical condition assessment
- assessment of the condition of building components
- evaluation of life safety systems
- assessment of utility management
- assessment of environmental management systems
- assessment of signage compliance
- assessment of legislation compliance
- a list of deficiencies and corrective actions required (including a Class D estimate)
- any additional recommendations

9.2.6 Other Reports

9.2.6.1 Within 90 days from the beginning of the contract, the Contractor will provide a 5 year electrical maintenance plan that has provisions to operate and maintain the electrical components to reduce breakdowns, maintain its condition and assure code compliancy.

9.3 Reporting Target Dates

9.3.1 Within 7 business days after the end of each month , two (2) copies of monthly reports will be provided by the Contractor to CMH Project Authority;

9.3.2 Within 10 business days after the end of June, September and December, two (2) copies of quarterly reports will be provided by the Contractor to CMH Project Authority;

9.3.3 Within 40 calendar days after March 31 of each year, five (5) copies of yearly reports will be provided by the Contractor to CMH Project Authority.

10. Performance Evaluation

10.1 Monthly Audits

10.1.1 Monthly audits will be performed. The Project Authority may request work orders, alarm logs and other information to verify the accuracy, the condition of the actual asset or cross reference the information with that found in the submitted cost ledgers.

10.2 Quarterly Review

The performance of the Contractor will be evaluated on a quarterly basis according to the appendix B “Key Performance Indicators”. Failure to pass the KPI or major issues with any individual KPI categories will result in financial penalties as per annex B. Consistent failure of quarterly reviews may result in contract modifications or termination.

10.2.2 Any unplanned downtime, loss or damage caused by the contractor resulting in financial losses to the museum can be charged back to the Contractor and/or deducted from the Holdback.

11. Human Resources Management

The Contractor will provide on-site Services Management staff as well as any necessary off-site support to perform the full range of management functions required to control the delivery of the services and realize the proposed performance goals.

11.1.1 The management functions to be performed will include, but may not necessarily be limited to:

- Maintaining continuing effective communication with the Facility Officer and other CMH representatives. This function is considered extremely important.
- Developing and implementing effective mechanisms for providing operational input to projects controlled by CMH

- Preparing annual Work plans and Operating Budgets.
- Revising Work plans and Budgets.
- Optimizing the assignment of staff to tasks.
- Minimizing and controlling costs of overtime.
- Providing direction and guidance to staff.
- Ensuring staff is adequately trained for work activities, certified for operation and maintenance of specialized equipment, and trained for health and safety.
- Procuring resources to deliver service and achieve approved goals.
- Organizing the execution of work.
- Providing technical support when issues arise.
- Resolving technical problems between staff and CMH, and between staff and other contractors.
- Analysing the use of resources, evaluating performance, and measuring results.
- Maintaining accurate records of changes to systems and equipment, and providing complete records to the Project Authority as part of the Monthly Management Report or other agreed format.
- Providing the Project Authority with useful information for decision-making using the Monthly Management Report as one of the key tools.
- Providing detailed unique and/or innovative suggestions for cost saving measures, which could be adopted by the client.

11.1.2 The Contractor must annually, develop a human resource flow-through costs and justify the need for any changes in resources.

11.1.3 The Contractor must manage the code of conduct, and provide any requisite training for its CMH employees, clients, subcontractors and general public visiting the museums.

Frontline Staff

11.2.1 The Contractor must provide qualified (see appendix A for staff and training requirements) staff with required licenses as per legislation in each Province. Supervisors and Administrative Assistants who will communicate with CMH's staff must be bilingual. All staff who work at CMH and at CWM shall have Enhanced Security Clearance.

11.2.2 The Contractor will not at any point, hire new personnel without consulting the CMH Project authority and seek approval.

12.- Health, Safety and Life Safety Systems

12.1 The Contractor is required to submit a comprehensive health and safety plan.

12.2 The Contractor will be required to participate in routine health and safety verifications of the facility.

12.3 The Contractor must investigate and correct building/fire code contravention situations

without delay.

12.4 The Contractor must fulfill CMH's owner responsibilities as set out in the National Fire Code of Canada and provincial and municipal codes and regulations.

12.5 The Contractor must actively support CMH staff in meeting their responsibilities including ensuring coordination of all life safety planning activities.

12.6 The Contractor must regularly contribute to the Emergency Response Plan of the museum as well as any fire safety plans put into effect.

12.7 The Contractor must train its supervisory staff on their responsibilities for fire safety in accordance with the CMH emergency response plans. Training should include:

- Documents including diagrams complete with the information required under the National Code. - Requirements and frequency for holding fire drills.
- Control of fire hazards.
- Inspection and maintenance of building facilities provided for client safety.

12.8 The Contractor must provide a copy of the fire safety and emergency evacuation plan to the supervisory staff

12.9 The Contractor must report any deficiencies of the life safety and fire protection and control and voice communication systems, elevators, fire escapes, exits and stairways, in accordance with the National Fire Code of Canada.

12.10 The Contractor must maintain records on site pertaining to inspection, testing, and maintenance in accordance with the National Fire Code.

12.11 The Contractor must provide support to the CMH, in their development of s, chemical accidents or spills, emergency or medical responses, demonstrations, persons trapped in elevator cars, and violence against employees.

13. Utilities

13.1 The Contractor shall ensure that energy consumption and conservation are regularly monitored and record utilities' consumption and propose initiatives to the Project Authority on energy savings.

13.2 The Contractor must administer and analyze energy use by collecting and providing associated building energy consumption data.

13.3 The Contractor must identify problems and trends, in the data, and take correction actions as necessary to minimize consumption.

13.4 The Contractor must prepare energy management strategies and plans for annual submission

13.5 The Contractor must investigate and capture incentives and subsidy programs offered by the utility companies, and the federal and provincial governments. The Contractor will be required to coordinate the rebate program between the provider and the museum.

13.6 Analyze energy use monthly, indicate deviations from planned consumption and provide reasons for variances, and recommend corrective action to the CMH.

13.7 The Contractor must identify and implement ongoing adjustments to building operations ensure efficient building energy performance, including rescheduling operations to reduce demand during peak loads, and implement a load-shedding strategy.

13.8 The Contractor must monitor heating ventilation and air conditioning (HVAC) and lighting systems efficiency.

13.9 The Contractor must establish a program to reduce energy utilization outside of tenant hours of operation, so as not to jeopardize tenant comfort or controlled environments for artifacts, through actions such as temperature set back, and equipment shutdown.

13.10 The Contractor must ensure meters are inspected and calibrated regularly.

13.11 The Contractor must prepare and implement energy management strategies and plans, including:

- updating previous energy audits to reflect any changes that have occurred retrofits and upgrades
- developing annual project plan taking into account any energy retrofit opportunities

14.- Invoices and Payment

14.1 Invoices for services under the Contract shall be submitted monthly to CMH and shall include a breakdown of all expenditures for the period including Labour, Material, Subcontracts and 90% of the monthly Fixed Fee. The monthly Fee shall be 1/12 the current year amount as per the Contractor's proposal. Every quarter, a quarterly review as per section 10.2 will be conducted and the 10% holdback on the fixed fees will be released upon proven satisfaction of the KPIs. Please refer to the KPIs in annex B for penalties. Backup documentation **must** be provided with all invoices that clearly indicate the source of the costs to provide for verification of invoice amounts.

14.2 All payments for work carried out shall be made to the Contractor. It is understood that no payments shall be made by CMH to any sub-contractors engaged by the Contractor and that the Contractor shall be responsible for payment to any sub-contractors that it engages.

15.- Proposal Submissions

Any Proposal submitted in response to this RFP, must include the following elements. The material must be submitted in the order set out below.

15.1 A Letter of Transmittal:

The Letter shall introduce your Proposal and shall identify the key Proponent contact and shall provide the telephone, fax and e-mail co-ordinates for that person.

15.2 An Executive Summary:

The Summary shall present an overview of the response and an introduction to the services provided by the Proponent. It should summarize the Proponent's qualifications and ability to meet the requirements of this RFP.

15.3 Proponent Profile:

The Profile shall include the following information:

- 15.3.1 The corporate legal name of the Proponent;
- 15.3.2 Management objectives within the overall industry;
- 15.3.3 The number of years the company has been in business;
- 15.3.4 the company's office co-ordinates (phone, fax and email)
- 15.3.5 A description of the corporate organization including an organization chart and a CMH site organization chart showing the relationship between the two;
- 15.3.6 A description of the lines of authority, decision-making and responsibility within the organization; an escalation process for dispute resolution

15.4 References:

15.4.1 Contractors are to submit four recent references (in the last 5 years) to demonstrate your ability and success in delivering services similar to those required under this RFP, taking into account the Mandatory Qualifications.

15.4.2 Each reference must provide:

- 15.4.2.1 The client corporate name and address
- 15.4.2.2 The name, title, phone and fax numbers of the client contact,
- 15.4.2.3 The location(s) where the services were delivered
- 15.4.2.4 An outline of the services provided to the client
- 15.4.2.5 The period of service.

15.4.3 References will be verified. CMH reserves the right to contact any or all references without prior notice. CMH reserves the right to request additional references and contact any other references, other than those provided, as part of the evaluation process. CMH reserves the right to consider, during the evaluation of proposals, all information received in response to enquiries made by CMH of third parties, apart from those disclosed in the proposal, in relation to the reputation, reliability, experience, services and capabilities of the contractor submitting the proposal.

15.5 Mandatory Qualifications:

To qualify for consideration, the firm submitting a proposal in response of this RFP must fulfill all the following criteria:

Criteria	Description	Pass (y/n)
1	Submit the letter of transmittal, executive summary and proponent profile. Proof that the contractor has managed a similar site with similarities in size, value and scope of work of contract in the last five years. The site in reference should be a site open to the public with a central heating and cooling plant.	
2	Be specialized in hands-on operations and maintenance of sophisticated mechanical and electrical systems for large buildings comparable to the CMH. Proof of proper insurance, precisely as per Section 41 of the General Terms and Conditions.	

15.6 Technical Proposal:

The Technical Proposal shall include the information contained in the table below. The technical submission **shall not exceed 100 pages** in length and should be clear and legible. Information beyond the 100 page mark will not be considered.

Criteria	Description	Points
1	A detailed description of your understanding of the purpose of the Work, of the Work itself and of the Deliverables; Proponents shall make specific references to the relevant sections of this RFP in developing this aspect of its response. The contractor should define how they will complete all requirements listed in the RFP except those specifically rated in other criteria within this table.	10
2	Résumés of all management and supervising team who will be directly involved in the services mentioned in this RFP.	5
3	An organization chart of staffing positions including the identification of sub-contracted services that will perform the Work at CMH or at CWM.	2
4	Complete and detailed plan of resources allocation, indicating expected labour, subcontractors and material requirements for each museum. For the labour portion the Contractor shall define all full time and/or part time staffing positions paid for by the flow through budget. The plan shall indicate all supervisor, manager and administrative staff paid for by the Contractors overhead cost submission.	6

5	according to Section 5.6	6
6	A description of the process and training program used by the firm to ensure that the qualifications of its employees are kept up to date.	4
7	The Contractor shall provide a summary of its health and safety plan. This plan should demonstrate how the Contractor and its employees and subcontractors will adhere to laws and regulations. This plan should also include how it intends to comply with life safety systems installed throughout the building	2
8	A description of your Quality Assurance plan including a statement indicating whether your firm has established an ISO System, a Total Quality Management System, or any other recognized/certified Quality System. If your firm has not established such a Quality System, describe in detail your processes to ensure quality assurance throughout all elements of the work.	2
9	A brief description of the Financial Information Systems to be supplied and used by the contractor for efficient and effective control of the services (ex.: creating work orders, tracking costs and invoicing) and for satisfying the client's monthly reporting requirements. Any information system that the Contractor wishes to install on CMH's network must be compatible with CMH operating protocol and must be pre-approved by CMH. Identify proposed information management systems and their operating platform.	2
10	Specify which Financial Management tasks will be performed by the Contractor's staff at CMH and at CWM, and which tasks will be performed by the Contractor's staff at its Head Office.	2
11	An explanation of the level of back-up resources your firm offers to respond to client emergencies and fluctuations in demand. This should be detailed in an emergency response plan that covers a wide variety of standard building operations emergency such as floods, power loss, mechanical system failures etc.	2
12	The contractor should describe what, if any, value added services it can offer to the CMH in addition to the stated requirements.	2
13	A description of the procedures that will be followed to ensure that competitive quoting processes will be followed and what cost saving procedures they can implement.	2.5
14	A description of technical innovations the Contractor employs to improve operational efficiency and delivery of services.	2.5
	Total	50

15.7 Financial Proposal:

15.7.1 The Financial proposals for Building Operations Services at CMH and at CWM shall be presented in accordance with the following table for each year of the proposed 5 year term and for the five year cumulative totals. Please note the flow through budgets and minor projects are estimated values only and are, at the sole discretion of the museum, subject to changes throughout the contract’s duration.

The CMH reserves the right to modify the flow through amount to correspond with the operational needs of the museums. Modifications to operational needs are derived by visitorship levels, construction closures or other changes to museum operations.

Fiscal Year (April 1 to March 30)	Flow Through Budget	Minor Projects	Total (Flow through + Minor Projects)	Yearly Fixed Fee (Overhead + Management Services + Profit)
2015-2016	\$2,080,402.00	\$110,000.00	\$2,190,402.00	<i>Bidder to Submit Here</i>
2016-2017	\$2,142,814.06	\$113,300.00	\$2,256,114.06	<i>Bidder to Submit Here</i>
2017-2018	\$2,207,098.48	\$116,699.00	\$2,323,797.48	<i>Bidder to Submit Here</i>
2018-2019	\$2,273,311.44	\$120,199.97	\$2,393,511.41	<i>Bidder to Submit Here</i>
2019-2020	\$2,341,510.78	\$123,805.97	\$2,465,316.75	<i>Bidder to Submit Here</i>
Grand Total for 5 years:				<i>Bidder to Submit Here</i>

15.7.1.1 “**Flow through budget**” is defined as the direct costs for labour, materials and subcontracted work. This budget **does not cover** the costs of management, supervision, coordination, administrative burdens or any other labour that is not directly tied to the completion of work orders.

15.7.1.2 “**Minor Projects**” as defined on Article 4 is providing support to various projects and groups at the request of the Project Authority. This work can involve in-house or subcontracted work; typical examples of this work are Supporting capital projects with logistical and investigation services, Plant operator support of shutdowns as well as electrical and mechanical lockouts, Temporary power, water or heating and cooling provisions, Minor refits of offices or spaces to small subsystems or building finishes, and the Replacement of small subsystems or building finishes. The costs must be billed as describe in 15.7.1.1.

15.7.1.3 **“Overhead”** means all head office costs, management costs, supervision, coordination, administrative costs, training costs, quality control costs, office supplies (including phone expenses), vacation pay, statutory holiday, social benefits to employees, insurance, uniforms and travel expenses.

15.7.1.4 **“Management Services”** means all direct costs of labour (or payroll) for Management, Supervisory and Clerical functions required to deliver the services under this RFP;

15.7.1.5 **“Profit”** means the profit after the direct costs for the work, the Management Services and the Overhead;

15.7.1.6 The expenses that must be included in the Yearly Fixed Fee include, but are not limited to:

15.7.1.6.1 employment costs of the individuals employed by the Contractor and/or set forth on Contractor’s Organizational chart in the Contractor Detailed Bid including, without limitation, payroll taxes, insurance, workers' compensation, medical benefits, Employment Insurance premiums, pension costs, payroll administration costs and other benefits such as meal allowances and mileage.

15.7.1.6.2 - uniforms, footwear, tools and Personal Protective Equipment (PPE)

15.7.1.6.3 - cell phones, computers and land-line telephones

15.7.1.6.4 - costs associated with the Contractor’s office(s) including furniture, rent, internet and voice and data.

15.7.1.6.5 - costs associated with the bookkeeping requirements of the Contract including all reporting work which is reasonably required to account for management of the Portfolio and/or the handling and disbursement of funds including statements and computer costs

15.7.1.6.6 - the cost of insuring the Successful Contractor’s operations with respect to the Contract

15.7.1.6.7 - losses or expenses arising from grossly negligent acts or omissions, or willful misconduct or fraud on the part of the Successful Contractor and its workers, agents or subcontractors

15.7.1.7 The Yearly Fixed Fee must also provide for all associated transition costs. Transition activities shall include but not be limited to:

15.7.1.7.1 - recruiting and initial training staff (during the transition period)

15.7.1.7.2- verifying of the provided O&M and other facility documentation

15.7.1.7.3 - creating reporting templates to conform with Museum reporting requirements

15.7.1.7.4 - establishing bank accounts and corresponding processes

15.7.1.7.5 - establishing standing offers, where applicable

15.7.1.7.6 - reproducing required records & documents

15.7.1.7.7 - setting-up of office (including purchase of required office furniture and equipment)

15.7.2 Unit Rates

15.7.2.1 Unit Rates charged to the flow through budget for each of the five years, for each of the trades and for museum must be submitted in the following tables. (should be given ranging from the bottom to the top ends of the salary ranges; example : Electrician \$28 - \$31.50 per hour.)

Rates (\$ per hours) for CMH

Trade	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Stationnary engineer 4th class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 3rd class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 2nd class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 1st class					
Regular time					
overtime					
stat holiday					
Electrician					
Regular time					
overtime					
stat holiday					
Mechanic / Millright					
Regular time					
overtime					
stat holiday					
Handyman					
Regular time					
overtime					
stat holiday					
Relamper					
Regular time					
overtime					
stat holiday					

Rates (\$ per hour) for the CWM

Trade	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Stationary engineer 4th class					
Regular time					
overtime					
stat holiday					
Stationary engineer 3rd class					
Regular time					
overtime					
stat holiday					
Stationary engineer 2nd class					
Regular time					
overtime					
stat holiday					
Stationary engineer 1st class					
Regular time					
overtime					
stat holiday					
Electrician					
Regular time					
overtime					
stat holiday					
Mechanic / Millright					
Regular time					
overtime					
stat holiday					
Handyman					
Regular time					
overtime					
stat holiday					
Relamper					
Regular time					
overtime					
stat holiday					

15.8 Interview

The interview consists of a face to face meeting with the Contractor to discuss a set of predefined questions. The questions asked will be specific to the submission by the Contractor and designed to validate the submitted tender packages. Other questions may be asked as well relating to building operations.

Following the evaluation of *Step 3.- Verification and Scoring of References*, the selected proponents will be advised if that they have been chosen to participate in *Step 4, Interview* of the evaluation process. An agenda including the specific day and time will be provided to selected proponents.

The interviews will take place during the week of January 5 to January 9, 2015. Selected Proponents will be invited via email to attend an interview. Those proponents must confirm their attendance by 10am the next day.

Failure to confirm attendance, or failure to attend, will result in disqualification.

16 Proposal Evaluation

The evaluations are performed by museum stakeholders and operational staff. Scores are the average of individual evaluations.

The evaluation procedure, cut off, shortlisting and maximum points are as follows:

Step Number	Component	Maximum Points per Component
1	Mandatory Criteria	Pass or Fail
2	Technical Proposal	50 points
The Companies whose proposals attained a minimum score of 35 points will be considered for step three.		
3	References	5 points
The Museum reserves the right to shortlist up to four companies whose proposals attained a minimum score of 38.5 points to be considered for step four.		
4	Interview	5 points
The Companies whose proposals attained a minimum score of 42 points will have their Financial Proposal Evaluated.		
5	Financial Proposal	40 35 points
6	Unit rates	5 points
	Total	100 points

Step 1.- Reaching mandatory Criteria (as per article 15.5)

Step 2.- Scoring of Technical Criteria (as per article 15.6)

- Cut off; The Companies whose proposals attained a minimum score of 35 points out of 50, will be considered for step three.

Step 3.- Verification and Scoring of References (as per article 15.4)

- Shortlisting; the Museum reserves the right to shortlist the top four companies whose proposals attained at least 38.5 points out of 55 in Steps 2 and 3, to be considered for step four.

Step 4.- Interview (as per article 15.8)

- Cut off; The Companies whose proposals obtained at least 42 points out of 60 for steps 2, 3 and 4 will have their Financial Proposal evaluated.

Step 5.- Evaluation of Financial Proposal

Step 6.- Evaluation of Unit Rates

ANNEX 2 – GENERAL TERMS AND CONDITIONS

1. Definitions

- a) “Agreement” means the Agreement or Contract to which these general terms and conditions relate.
- b) “Contractor” means those persons who have been selected to perform the Work.
- c) “Subcontractor” means those permitted persons who perform part of the Work on behalf of the Contractor.
- d) “Work” means the services 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 CMH 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 CMH at the following address:

Canadian Museum of History
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 CMH 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 CMH has any objection to the content of the invoice or the substantiating documentation, CMH 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 CMH may withhold payment until such time as the objection has been cleared to the satisfaction of CMH.

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 CMH 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, CMH 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 corporation;
- d) the Contracting Authority is responsible for dispute resolution arising out of the Contract.

10. Termination with Notice

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

11. Termination for Cause

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

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

12. Security Clearances

A security clearance must be processed before gaining access to the Corporation's buildings; the Contractor shall submit to CMH, 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 CMH, 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 CMH. The Contractor agrees to only allow favourably screened personnel on the Work site as determined by CMH.

13. 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 CMH. 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.

14. Powers of the CMH

CMH 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 CMH existing under any Act of the Parliament of Canada or otherwise. Every right or power of CMH under this Agreement or otherwise shall be cumulative and non-exclusive.

15. Assignment and Subcontracting

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

16. Indemnity against Claims

The Contractor shall at all times indemnify and hold harmless CMH, 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- CMH basis) suffered or incurred by CMH 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 CMH's negligence. The Contractor shall also indemnify and hold harmless CMH 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 CMH.

17. Representation by Contractor

The Contractor warrants that he/she is competent to perform the Work required under this or any other CMH 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.

18. 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 CMH 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 CMH every account, record or document mentioned in paragraph 17(a) that may be required of him/her and permit CMH to examine, audit and take copies and extracts from such accounts, records or documents.

19. 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.

20. 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 CMH’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 CMH, 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 CMH and for CMH’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 CMH being in violation of any applicable laws governing the collection, use, disclosure or storage of information about individuals, including PIPEDA.

21. 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 CMH:

<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>
--	---

22. 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.

23. 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.

24. 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 CMH, and the Contractor shall account fully to CMH in such a manner as CMH 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 CMH, and the Contractor shall have no rights in and to the same.

The parties hereto agree that CMH 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 CMH. The assignor shall, at no additional cost, execute such further assurances and assignments as CMH may reasonably require to evidence such assignments and to vest full equitable and legal title to such copyrights in CMH. CMH shall have the right to withhold final payment under this Agreement until the assignor has delivered such assurances and assignments.

25. 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.

26. Cooperation with Other Contractors

Where in the opinion of CMH, 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 CMH, allow them access to the Work and shall cooperate with them in the carrying out of their duties and obligations.

27. 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*.

28. Disputes

All claims by the Contractor against CMH 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 CMH 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, CMH 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 CMH can mutually agree on any alternative means of dispute resolution or procedures for resolving any claims by the Contractor.

29. Other Contractors

The CMH 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 CMH's own Work forces.

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

The CMH 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.

30. 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.

31. Non-Performance - Waiver

The failure by CMH 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.

32. Obligations Joint and Several

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

33. Amendments

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

34. 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.

35. Further Documents

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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 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. CMH shall be added to the policy as an additional insured and the policy shall contain a cross-liability clause. The coverage afforded to CMH as an additional insured shall include, but not be limited to, negligence on the part of CMH arising out of this Agreement.
- (ii) All Risk Property insurance of sufficient limit to cover all property of CMH 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 CMH, 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 CMH 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.

42. Warranty

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

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

44. Alterations of Drawings and/or Specifications

The CMH 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.

45. Suspension of Work and Change in Specifications

The CMH 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 CMH 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.

46. Food

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 CMH's Project Authority.

47. Access

CMH'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.

48. Smoking

Smoking is strictly prohibited within CMH's buildings.

49. 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.

50. Noise Restrictions

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

51. Cleaning

Clean adjacent or surrounding surfaces of residue, dirt, or other rubbish. Repair any damages due to installation to the complete satisfaction of CMH. Remove from site all debris, trash, boxes, cartons, etc. generated by installation.

PART V- FORMS

List of Forms:

- Form 1- Proposal form
- Form 2 - Yearly Fixed Fee form
- Form 3 - Unit Rates Form
- Form 4 - Integrity Agreement

FORM 1- PROPOSAL FORM

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

PROJECT TITLE: _____

SOLICITATION NO: _____

WE: _____
(Name of Contractor)

OF: _____
(Address of Contractor)

1. **DO HEREBY OFFER** to CMH 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 CMH 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 CMH, 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 CMH 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 CMH shall have considered the proposals or before or after we have been notified that our Proposal has been accepted by CMH, or if CMH 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 CMH 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, CMH shall have the right to retain the proposal deposit for the use of the CMH and may accept any proposal, advertise for new proposals, negotiate a Contract with any other Proponent who has submitted a Proposal acceptable to CMH and the Proponent who originally failed to enter into the Contract shall be responsible for any damages, costs and expenses incurred by CMH over and above the proposal deposit. We acknowledge and agree that the CMH 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 _____, 2015 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 Type)

Form 2- Yearly Fixed Fee form

To be completed as per Section 15.7 of the Annex 1

Fiscal Year (April 1 to March 30)	Flow Through Budget	Minor Projects	Total (Flow through + Minor Projects)	Yearly Fixed Fee (Overhead + Management Services + Profit)
2015-2016	\$2,080,402.0 0	\$110,000.00	\$2,190,402.00	<i>Bidder to Submit Here</i>
2016-2017	\$2,142,814.0 6	\$113,300.00	\$2,256,114.06	<i>Bidder to Submit Here</i>
2017-2018	\$2,207,098.4 8	\$116,699.00	\$2,323,797.48	<i>Bidder to Submit Here</i>
2018-2019	\$2,273,311.4 4	\$120,199.97	\$2,393,511.41	<i>Bidder to Submit Here</i>
2019-2020	\$2,341,510.7 8	\$123,805.97	\$2,465,316.75	<i>Bidder to Submit Here</i>
Grand Total for 5 years:				<i>Bidder to Submit Here</i>

Form 3- Unit Rates Form

To be completed ad per section 15.7.2.1 of the Annex 1

Rates (\$ per hours) for CMH (Quebec)

Trade	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Stationnary engineer 4th class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 3rd class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 2nd class					
Regular time					
overtime					
stat holiday					
Stationnary engineer 1st class					
Regular time					
overtime					
stat holiday					
Electrician					
Regular time					
overtime					
stat holiday					
Mechanic / Millright					
Regular time					
overtime					
stat holiday					
Handyman					
Regular time					
overtime					
stat holiday					
Relamper					
Regular time					
overtime					
stat holiday					

Rates (\$ per hour) for the CWM (Ontario)

Trade	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Stationary engineer 4th class					
Regular time					
overtime					
stat holiday					
Stationary engineer 3rd class					
Regular time					
overtime					
stat holiday					
Stationary engineer 2nd class					
Regular time					
overtime					
stat holiday					
Stationary engineer 1st class					
Regular time					
overtime					
stat holiday					
Electrician					
Regular time					
overtime					
stat holiday					
Mechanic / Millright					
Regular time					
overtime					
stat holiday					
Handyman					
Regular time					
overtime					
stat holiday					
Relamper					
Regular time					
overtime					
stat holiday					

FORM 4 – INTEGRITY AGREEMENT

(To be submitted with your Proposal)

CMH INTEGRITY AGREEMENT

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

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

CMH 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 CMH.

CMH 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 CMH, 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, 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 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.

PROJET NO. CMH-2276: Building Operations Services for the Canadian Museum of History and the Canadian war Museum

PROJECT NO. CMH-2276: Services d'opération des bâtiments pour le Musée canadien de l'histoire et la Musée canadien de la guerre

DATE ET HEURE DE FERMETURE : le 9 décembre, 2014 à 14:00

CLOSING DATE & TIME: December 9 , 2014 at 2:00 PM

Paulo Muleiro

Section des contrats/ Contracts 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