



3rd Canadian Division Support Group

*Afghan Legacy Traveling Exhibit –
Venue Solicitation*

Request for Proposal (RFP)

Issue date: December 22, 2020

Close date: January 10, 2021 2359hrs Mountain Standard Time

Contracting Authority: Colonel Patrick Lemyre
Originating Division / Base or Wing: 3rd Canadian Division Support Group

Inquiries:

**Rory M. Cory, Senior Curator/Director of Collections, The Military Museums,
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All submissions should also cc:

Sean Hunter, Staff Officer, Directorate of History and Heritage, Ottawa

Sean.Hunter@ecn.forces.gc.ca

All inquiries must be sent via e-mail only. No phone inquiries will be responded to.

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1. Background

1.1 Introduction to this RFP

The Military Museums (TMM) wishes to establish a service contract for venue solicitation of its upcoming *Mission: Afghanistan* traveling exhibit. There are two versions of this exhibit – an artifact based version, comprising 1500 square feet (referred to as 3D), and a pop up banner version with no artifacts (referred to as 2D). The contractor will solicit venues to create a complete travel roster for at least the next four years. The primary objective is to have the exhibits travel as broadly as possible across Canada, with a presence in each province and territory, and preferably with several venues in each province. The secondary objective is to travel at least the pop up banner version of the exhibit internationally (primarily U.S. and Europe). Other objectives are: 1) to educate as many people as possible (primarily Canadians) about Canadian Armed Forces (CAF) contributions in Afghanistan, 2) to position the CAF museum system as a major cultural entity within Canada, 3) to position TMM as a world-class institution and 4) to establish international and national connections for TMM. Only one venue is confirmed at this point (The Royal Canadian Artillery Museum in Shilo, Manitoba at the end of 2021), but there is broad interest from other venues. A separate RFP is being circulated for travel coordination. There will need to be ongoing close communication between the venue solicitation contractor and the travel coordination contractor, as well as with the circulating partners

Individuals interested in submitting proposals will not be applying for an employer-employee relationship, but will rather deliver contract services to ensure the success of these traveling exhibits.

The exhibit on Afghanistan is a partnership between the Army Museum of Alberta at The Military Museums complex and the Directorate of History and Heritage (DHH). The *Mission: Afghanistan* exhibit details the involvement of the Canadian Armed Forces (CAF) in Afghanistan from 2001-2014. The exhibit is heavily focused on the stories of the service men and women who were there, and includes video oral histories as well as personal artifacts. There is a strong A/V component to both versions. Artifacts are drawn from TMM, DHH and museums and private lenders across Canada and the United States.

The 3D version travels with its own display cases (with in-case lighting), and the artifacts travel in the cases in travel mounts. Some elements ship in separate packing crates, and other elements ship on their own. A 53' reefer trailer has been purchased (that can heat and cool) to both transport the exhibit and to store it between venues. The exhibit elements fill the trailer completely. The 2D version ships in a series of crates and will ship via commercial carriers.

Only venues that meet security and environmental requirements will be able to receive the artifact version of the exhibit, but the pop up banner version could be shown at a variety of venues including shopping malls, libraries and other similar public facilities. Venues will be expected to pay an exhibit fee, as well as covering the costs of shipping and insurance. Fees are negotiable. Standard booking will be 3 months for the 3D version, with the 2D version being more flexible and with likely far more numerous bookings throughout the year to manage. The exhibit is fully bilingual, and we would like to see it travel to Francophone venues as well as Anglophone venues.

Both versions are currently being built and assembled in Ottawa, with targeted completion at the end of the year. The contractor will thus be expected to push hard for 2021 venues in particular so that the exhibit can start traveling early in the new year. An opportunity exists for bookings for this exhibit during Covid, since many venues will have to have cancelled more expensive exhibits due to decreased door revenues, and will be looking for more affordable exhibits. Nonetheless, we understand the challenges of securing venues during Covid due to unpredictable provincial lockdowns, internally mandated museum closures and other similar considerations. Many venue bookings will thus need to be tentative, and we respect the need for flexibility during this time.

The artifact based version has a finite travel lifetime. It is intended to form the nucleus of a larger permanent exhibit and become the National Afghanistan Museum, located in a projected expansion of The Military Museums. Timing for this is dependent on funding, but is projected to happen in the next 4 years. The exhibit can continue to circulate, until the completion of the expansion is confirmed. The 2D

exhibit can continue to circulate indefinitely, but at this point the contractor need only fill a 4 year roster for both versions.

The Military Museums plans to circulate other traveling exhibits in the future, and has another exhibit traveling currently (*Play Hard, Fight Hard: Sport and the Canadian Military*), so the contractor will be expected to “upsell” interested venues in the possibility of future bookings. Note that there is a separate RFP for Play Hard, Fight Hard which is currently available and can be bid on at the same time as this RFP. Bids for these RFPs will be adjudicated separately, however. A copy of the other RFP is available on request.

The contractor will be expected to send direct messages to suitable museums and other venues both via e-mail and phone, and to follow up (multiple times as necessary). Some groundwork has already been done by a previous contractor, and the status of this work will be passed on. Broad based distribution will also be necessary (ie. via museum association list serves and other means), as well as connecting with delegates at museum and industry conferences/trade shows (via inserts, ads, personal attendance at a booth, etc.) Some work has already been done by a previous contractor for brochures/mailouts, but there may need to be updates or reworking of these. Some budget may be available for graphic design of brochures/mailouts as well as the printing of hard copies. The expectation is for a hard sell at this point, and dogged follow ups until receiving confirmation of booking.

Interested contractors should submit a proposal indicating the name of your business, your fee structure, your curriculum vitae, and (if applicable) a portfolio of information and photos related to past traveling exhibits coordinated by you. For each exhibit, this should include an itemized list of 1) how many venues the exhibit went to (listed by name), and 2) size of the exhibit. Information on your contacts in the museum world both internationally and in Canada will also be helpful, since this contract will involve close communication and coordination with a variety of museums, and the contractor will function as a “brand ambassador” for TMM. Note that once the travel roster has been filled, the contract will be considered closed, but subject to renewal if the exhibit continues to travel beyond the timings anticipated or if time slots open up for any reason.

Almost all work by the contractor should be able to be done at a distance.

1.2 Introduction to CFMWS

Overview

CFMWS is responsible for administering Non-Public Property (NPP) on behalf of the Chief of Defence Staff (CDS) and through Bases/Wings is responsible for delivering selected public and non-public morale and welfare programs, services, and activities on behalf of Chief Military Personnel (CMP) to Canadian Armed Forces (CAF) members and their families. In addition, several CAF units also provide morale and welfare programs/services to their members such as canteens, kit shops messes and other types of social activities, all within the NPP framework.

Non-Public Property (NPP)

NPP is a special form of Crown property that is distinct from Public property. It is created by the National Defence Act and is used for the benefit of CF members and their families. The National Defence Act mandates the CDS as the governing authority for all NPP. This authority is exercised by the CDS through the NPP Board which is comprised of the commanders of the Army, Navy, Air Force and other individuals that assist him in his NPP responsibilities. The CDS has delegated the Managing Director of NPP with the responsibility for the daily administration of NPP, known as Director General Morale and Welfare Services (DGMWS).

1.3 Confidentiality

CFMWS Information

All material, data, information, or any item in any form supplied by CFMWS or derived from any data which the bidder may have acquired in connection with this RFP and the negotiation process of this RFP or any portion of this RFP, both before and after the issuance of the RFP:

- a. Is the property of CFMWS and must be treated as confidential;
- b. Is not to be used for any other purpose other than replying to this RFP and the fulfillment of any subsequent agreement; and
- c. Must not be disclosed without prior written authorization from CFMWS.

Bidder's Proposal

CFMWS will consider all Proposals submitted to this RFP as confidential. The submission of the Proposal will be deemed to be consent by the Bidder:

- a. To the disclosure of the Proposal to such individuals or other parties as may be required for the purpose of reviewing the Proposal to determine the successful Bidder and to administer the RFP;
- b. To allow CFMWS to make copies of the Proposal received for the review of the Proposal or the administration of the RFP; and
- c. To the retention of the Proposal by CFMWS.

2. Instructions to Bidders

2.1 Description of Requirements

The successful contractor will be required to perform the work in accordance with the Statement of Work attached as Annex "A".

2.2 Submission Deadline

Proposals from bidders will be accepted by CFMWS up to January 10, 2021 2359hrs Mountain Standard Time

2.3 Submission Format

Technical Requirements

All proposals must address the following technical requirements:

- a. A brief written précis indicating an understanding and interpretation of the assignment (not to be a verbatim reiteration of the text in this document);
- b. A description of the approach and process in terms of achieving the objectives and provision of deliverables;
- c. References, preferably from two (2) other government organizations for which the Bidder has done similar work. The names provided must be the day-to-day point of contact within that organization, either the technical expert or the project manager. Ideally, one of the references for the submitted proposal will be identified as "similar project". For each reference the proposal must include: i) name of client organization; ii) scope of the project; iii) name, telephone number and, if possible, email address of client contact; and, iv) identification of key project personnel who participated in the referenced project;
- d. Using a table format, include where each of the mandatory and rated requirements listed in paragraph 2.9 below can be found within your submission.

Financial Requirements

All proposals must address the following financial requirements:

- a. Bidders are to state the assumptions underlying their financial proposals;
- b. All prices are to be quoted in Canadian dollars, excluding Goods and Services Tax.

2.4 Proposal Submission

- a. The proposal must be submitted only to the Office of Primary Interest (OPI) by the date, time and place as described below.
- b. The Financial Proposal must be a separate document from the Technical Proposal.

Office of Primary Interest (OPI)
Attn: Rory M. Cory
Senior Curator/Director of Collections
The Military Museums
E-mail: mor-curator@telusplanet.net

Note: Timely and correct delivery of proposals to the exact specified proposal e-mail address is the sole responsibility of the Bidder.

2.5 Enquiries

CFMWS will allow written requests for clarification on the RFP. Bidders shall aggregate their requests for clarifications and shall submit them via e-mail only to the **OPI** as early as possible within the bidding period.

CFMWS will respond as quickly as possible. The OPI will provide, simultaneously to all bidders to whom this solicitation was sent, any information with respect to enquiries received and the replies to such enquiries without revealing the source.

Bidder's name and/or company name should not be included as part of the question(s). Question(s) should be submitted in the following format. Deviations from this format will not be accepted.

2.6 Terms and Conditions

The proposal must contain a statement that the terms and conditions of this RFP have been read, understood, accepted and that it will be part of the contract agreement.

2.7 Response Rejection

CFMWS may reject a bid where any of the following circumstances is present with respect to current or prior transactions with the CFMWS:

- a. Proposals submitted after the submission deadline will automatically be rejected.
- b. The Bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- c. Evidence, satisfactory to CFMWS, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder/Partner, any of its employees or any subcontractor included as part of its bid;
- d. CFMWS determines that the Bidder's (including any of its employees included as part of its bid) performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on in this RFP;
- e. The response to this RFP does not conform to the instructions given herein.

2.8 Availability of Resources

- a. By submitting a proposal, the bidder certifies that, should it be awarded a contract as a result of this RFP, every individual proposed in its proposal will be available to perform the work as required and at the time specified in the RFP or agreed to with CFMWS.
- b. If the bidder is unable to provide the services of an individual named in the proposal due to death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the bidder may propose a substitute to CFMWS, providing:
 - The reason for the substitution with substantiating documentation acceptable to CFMWS;
 - The name, qualifications and experience of a proposed replacement immediately available for work;
 - Proof that the proposed replacement has the required experience and knowledge to replace the original proposed individual.
- c. No more than one substitute will be considered for any given individual proposed in the proposal.

2.9 Evaluation Process

Evaluation Criteria

Proposals will be reviewed by first determining the compliance with the mandatory requirements. Proposals not complying with the mandatory criteria shall receive no further consideration. The bidder must score 70% on the technical portion of the evaluation prior to consideration of the price.

Mandatory Criteria

The mandatory requirements for consultants bidding on this work are shown in the table below.

Table 1 – Mandatory Requirements

#	Requirement	Pass/Fail
1	Establishment of necessary skill base for venue solicitation	
2	Establishment of previous experience with traveling exhibits	
3	Establishment of competitive fee structure	

Rated Criteria Scoring Summary

The rated requirements for consultants bidding on the work are shown in the table below:

Table 2- Rated Requirements

#	Requirement	Max Score
1	Number of venues obtained per previous venue solicitation contract (or staff position)	Maximum of 25 points
2	Number of visitors viewing each previous traveling exhibit	Maximum of 25 points
3	Extent of personal Museum and broader venue network	Maximum of 25 points
4	Satisfaction of previous clients based on OPI follow up with references	Maximum of 25 points.
	Total possible points	100

2.10 Basis of Selection

The selection process will include a review of written submissions and interviews. In order to be considered for an interview, all bidders must demonstrate in a written submission that they meet the mandatory requirements and score at least 70 points on rated requirements.

The winning bidder will be selected on the basis of the proposal that provides the "Best Value" for CFMWS. The cost of the proposal will be divided by the total points accumulated to arrive at the lowest cost per point. The winning proposal is the one with the lowest responsive cost per point.

3 . General Terms and Conditions

3.1 General

CFMWS reserves the right to do all or any of the following acts, without liability, cost or penalty to CFMWS:

- a. at any time prior to the Closing Date, alter the date and/or time specified as the Closing Date;
- b. at any time prior to or after the Closing Date, alter any other dates in this RFP;
- c. at any time prior to or after the Closing Date, cancel this RFP;
- d. at any time prior to or after the Closing Date, reissue this RFP;
- e. any amendments or supplements to this RFP shall be communicated to the Bidders in the same manner in which this RFP was issued.

CFMWS reserves the right to accept or reject the lowest cost or any or all Proposals received and to waive formalities as CFMWS deems in its best interest without giving any reason whatsoever to and of the Bidders for the rejection or waiver. CFMWS further reserves the right to accept all components of the Proposal or a portion thereof, unless the Proposal clearly states that it is based on all of the components being accepted. While price is an element in this evaluation process, it is only one of many issues that will be considered in the evaluation and criteria and CFMWS will select the bids that it considers, in its sole absolute discretion, to be in the best interests of CFMWS.

CFMWS shall not be held liable for any error or omission in any part of this RFP. While CFMWS has used considerable effort to ensure an accurate representation of the information contained in this RFP, information contained in the RFP is supplied solely as a guideline for the Bidders. The information is not guaranteed or warranted to be accurate by CFMWS, nor is it necessarily comprehensive or exhaustive. The Bidders are required to conduct their own investigations of the information contained herein. The RFP is not intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Throughout the RFP document, the words "will" and "should," indicate a requirement that is not mandatory, but is recommended to be addressed. Failure to address all of the standards, quality requirements and general requirements will not result in disqualification unless otherwise stated, but will affect the score or rating of the Proposal.

All the provisions of the RFP submitted are deemed to be accepted by the Bidder and incorporated in its Proposal except those conditions and provisions that are expressly excluded by the Proposal.

The Proposal(s) selected may be subject to further negotiations.

The Proposal must be valid and irrevocable for a period of sixty (60) calendar days following the Closing Date.

CFMWS reserves the right to disqualify any Proposal that is incomplete or is otherwise not submitted in accordance with the terms, conditions, and provisions in this RFP.

CFMWS reserves the right to divide the work under this RFP and award it to more than one Bidder. CFMWS may award the work under this RFP to one Bidder alone, if it deems appropriate.

The Bidder hereby acknowledges that it shall be a condition of the RFP that all of the statements, claims, information and documents required to be made by the Bidder pursuant to the terms of this RFP must be true at the Closing Time, as though then made.

If the Bidder undergoes an amalgamation or a change of control during the term of a contract awarded pursuant to this RFP, without the written consent of CFMWS said contract will be subject to review by CFMWS and CFMWS expressly reserves the right to terminate the contract at its sole discretion.

All proposals and materials submitted in response to this RFP shall become the sole and absolute property of CFMWS and will not be returned. Selection or rejection of a proposal does not affect this right. The proposal and documentation may be retained, returned or destroyed as CFMWS decides.

3.2 Legislative & Licensing Requirements

All Bidders and Proposals must comply with any law, including all legislation and regulations that may be applicable to this RFP and the services to be provided.

Any agreement that results from this RFP will be subject to the laws of the Government of Canada, the National Defence Act and by the laws in force in Ontario, Canada.

Neither acceptance of a Proposal, nor execution of an agreement, will constitute approval of any activity or development contemplated in any Proposal that requires any permit, license, consent, or authorisation pursuant to any federal or provincial statute and regulation.

The Bidder has provided a declaration that the Bidder holds, or will apply, for all permits, licenses, consents, and authorizations necessary to perform its obligations if it is selected pursuant to this RFP. Failure to obtain any of the permits, licenses, consents, or authorizations necessary to perform its obligations may result in the cancellation of the award of any agreement under this RFP.

3.3 Contract to be Executed

The Bidder must indicate that it recognizes that any award of this RFP is conditional upon the Bidder entering into a contract to provide the services and other obligations required by this RFP, on terms satisfactory to CFMWS. CFMWS may negotiate with the Bidder prior to entering into the contract. CFMWS will give written notice to the Bidder that the contract is ready for execution. The notice will state that the Bidder will enter into the contract within five (5) calendar days or such longer period as is referred to in the written notice.

This RFP and preferred Bidder proposal will be attached to and will form a part of the contract between the Bidder and CFMWS as outlined in Section 5.3.1.

3.4 Financial

All costs associated or incurred with the preparation and presentation of the Bidder's Proposal to this RFP shall be borne by the Bidder. The rejection of any or all Proposals shall not render CFMWS liable for any costs or damages.

CFMWS, its directors, employees and agents shall not be held liable for any error or omission in any part of this RFP. While CFMWS has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by CFMWS, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

3.5 Confidentiality

CFMWS Information.

All material, data, information, or any item in any form supplied by CFMWS or derived from any data ("Confidential Material") which the Bidder may have acquired in connection with this RFP and the negotiation process of this RFP or any portion of this RFP, both before and after the issuance of the RFP:

- a. Is the property of CFMWS and must be treated as confidential;

- b. Is not to be used for any other purpose other than replying to this RFP and the fulfillment of any subsequent agreement;
- c. Must not be disclosed without prior written authorization from CFMWS; and
- d. Shall be returned by all the Bidders to CFMWS within ten (10) calendar days of the award of an agreement announcement, but if the Bidder is awarded the agreement, the Confidential Material shall be returned at the termination or expiry of the agreement.

Bidder's Proposal.

CFMWS will consider all Proposals submitted to this RFP as confidential.

The submission of the Proposal will be deemed to be consent by the Bidder:

- a. To the disclosure of the Proposal to such individuals or other parties as may be required for the purpose of reviewing the Proposal to determine the successful Bidder and to administer the RFP;
- b. To allow CFMWS to make copies of the Proposal received for the review of the Proposal or the administration of the RFP;
- c. To the retention of the Proposal by CFMWS; and
- d. To the disclosure, to all Bidders, of the name of the successful Bidder(s), and the service to be provided.

3.6 Verification

CFMWS reserves the right to verify any Bidder statement or claim contained in the RFP by whatever means it deems appropriate, to contact persons or entities other than those offered, and to reject any Bidder statement or claim, if in the judgment of CFMWS, the statement or claim is unwarranted or questionable.

All services and intellectual property rights derived under this RFP are and remain the exclusive property of CFMWS.

Requests to present data or publish or present papers derived from work under this RFP in professional journals or in any other type of publication or at professional conferences must be made to CFMWS and prior approval must be obtained in writing from CFMWS.

3.7 Right to Amend

CFMWS reserves the right to amend or supplement this RFP by issuing an addendum to all Bidders at any time prior to the Closing Time. Any amendments or supplements to the RFP made in any other manner will not be binding.

Prior to the Closing Date, the Bidder can withdraw or amend a Proposal that has already been submitted to CFMWS as follows:

- a. It must withdraw the Proposal in writing at least twenty-four (24) hours before the Closing Date; or
- b. It must submit a new Proposal in accordance with the submission procedure in Section 3.3 of this RFP and in a covering letter, request the withdrawal of its first Proposal.

As of the Closing Date, the Bidder cannot withdraw or amend a Proposal.

CFMWS may request clarification where any Bidder's intent is unclear and may request amendment where in the opinion of CFMWS there is a minor irregularity, or for additional information/documents where there is a minor omission in the information that is to be submitted.

3.8 Indemnification

The Bidder shall indemnify and save harmless CFMWS and CFMWS' directors, officers, employees, independent contractors, subcontractors, agents, and assigns (collectively, the "Indemnified Parties") from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature, directly or indirectly incurred or asserted against any of the "Indemnified Parties" (whether absolute, accrued or contingent) relating to, arising out of, resulting from or in any way connected with:

- a. Anything done or omitted to be done by the Bidder or the Bidder's directors, officers, employees, independent contractors, subcontractors, members, partners, volunteers, agents, and assigns ("Bidder's Personnel") in connection with this RFP;
- b. Any breach of, or any incorrectness in, any of the representations and warranties made by the Bidder under this RFP or any other documents delivered pursuant to this RFP;
- c. Any breach of or non-fulfillment of any agreement or covenant on the part of the Bidder under this RFP or any other documents delivered pursuant to this RFP;
- d. Any and all liabilities of the Bidder's Personnel or former Bidder's Personnel in relation to or arising out of the employment or contracts for services of any of the Bidder's Personnel or the termination of any such Personnel of the Bidder including, without limitation, statutory termination pay, statutory severance pay, statutory vacation or holiday pay, reasonable notice at common law or paid in lieu thereof and payments or damages for breach of contract or any other obligations under any applicable collective agreement or employment agreement or independent contract; and
- e. Any and all losses, damages, costs or expenses suffered or incurred by CFMWS on account of any claim against CFMWS by any such Personnel of the Bidder in connection with the performance by the Bidder of its obligations under this RFP.

3.9 Responsibility

No assignment or subcontract shall relieve the Bidder from its obligations arising from the RFP or impose any liability upon CFMWS to any assignee or subcontractor.

The Bidder shall at all times be held fully responsible for the acts and omissions of the assignee's or subcontractor's directors, officers, employees, independent contractors, subcontractors, shareholders, members, partners, volunteers, agents, and assigns.

If a subcontract, including a joint submission by two Bidders, which may be entities having no formal corporate or other links, is proposed, one of the Bidders must be prepared to take overall responsibility for successful interconnection of the two services and this must be defined in the Proposal.

Subcontracting to any entity or individual with current or past corporate or other interests that, in CFMWS' opinion, gives rise to a Conflict of Interest in connection with this project will not be permitted. This includes, but is not limited to, any entity or individual involved in the preparation of this RFP. If such a Conflict of Interest arises, CFMWS may, in its sole discretion, disqualify the Proposal submitted by the Bidder, or may cancel any contract award that has been already made to the Bidder.

3.10 Conflict of Interest

It is a Conflict of Interest for the Bidder or any one of the Bidder's Personnel to do anything that could reasonably result in an actual, potential or perceived conflict between its interest and the interest of

CFMWS under this RFP, with respect to an award pursuant to this RFP, or the agreement entered into pursuant to this RFP.

Without limiting the generality of Section 5.10.4, it is a conflict of interest for the Bidder or any one of the Bidder's Personnel to engage in any outside work or business undertaking or provide any outside service:

- a. That will or will likely interfere with or adversely affect or influence the performance of the Bidder's obligations under the RFP or agreement entered into pursuant to the RFP; or
- b. That gives or will likely give the Bidder any advantage derived from the provision of any services under the RFP or agreement entered into pursuant to the RFP; or
- c. Provides any information or promotional material of any kind whatsoever to CFMWS personal without prior written approval of CFMWS' Chief Financial Officer (CFO).

Each Bidder must declare to CFMWS as part of its Proposal any situation that may be either a Conflict of Interest or a potential or perceived Conflict of Interest between its interest and the interest of CFMWS under this RFP and the agreement entered into pursuant to this RFP. If such Conflict of Interest does exist, CFMWS may, at its discretion, withhold the award of an agreement from the Bidder, until the matter is suitably resolved. Failure to properly disclose a Conflict of Interest shall result in disqualification of a Proposal.

If CFMWS is not informed of a Conflict of Interest until after a contract award has been made, CFMWS may at its sole discretion, cancel the contract award and hold the Bidder liable for any damages, costs or expenses caused by the Bidder's failure to properly disclose the Conflict of Interest.

CFMWS reserves the rights to disqualify from the RFP process any person who has:

- a. Breached a contract with CFMWS;
- b. Failed to complete its obligations under any prior contract with CFMWS; or
- c. Has been charged or convicted of an offence in respect of a CFMWS contract.

3.11 Work Product

All work; including, without limiting the generality of the foregoing, all technical documentation, work product and prototypes, undertaken developed and produced by the Contractor in performance of this contract will be the property of CFPFSS, and all rights, title and interest therein; including, without limiting the generality of the foregoing, all intellectual property rights, including copyright, shall belong solely to CFPFSS. CFPFSS may use or reproduce the work or any portion thereof in any manner, at any time and for any purpose that it deems, in its sole discretion, to be appropriate. The Contractor acknowledges that he will retain no right, title or interest of any kind whatsoever in the work produced for CFPFSS in performance of this Contract, notwithstanding that CFPFSS may use the Contractor's name in association with the work produced, in its sole discretion, as it deems appropriate. The Contractor shall not divulge or use any such work, other than in performing the work under the contract, and shall not transfer, sell, license or otherwise use or dispose of the said work or any portion thereof or anything containing such work or any portion thereof.

ANNEX “A” - STATEMENT OF WORK

The Contractor will solicit venues for the temporary *Mission Afghanistan* exhibit, for both 3D and 2D versions. Such work will be coordinated with the Senior Curator at The Military Museums (TMM) and also with the Directorate of History and Heritage (DHH) who are co-developing the exhibit. The duties and responsibilities of the Contractor will include (but are not limited to):

Phase I: Venue solicitation

- a. Coordination of redevelopment of exhibit tour availability brochure (electronic and hard copy) as necessary and other advertising media (TMM will pay the costs associated with graphic design and printing, based on recommendations from the contractor)
- b. Solicitation of venues – to involve phone, e-mail and printed mail communication with multiple follow up messages at minimum and attendance at conventions/trade shows as is feasible. Broader methods of selling the exhibit may be necessary and should be considered/suggested.
- c. Solicitation of shipping quotes for travel to individual venues
- d. Assisting interested venues in finding potential funding sources to bring exhibit in (Heritage Canada, for instance), and assistance with application as it relates to the exhibit
- e. Development of tour schedule that maximizes cost efficiency of travel as much as possible while meeting timing needs of receiving venues
- f. Confirmation of individual venue dates
- g. Confirmation that venues meet security, environmental and other associated requirements (certificates of insurance, loading dock capabilities, etc.)
- h. Development of contracts with receiving venues
- i. Liaison with travel coordination contractor with regard to timings, availability of transportation, customs issues and other issues as they relate to the feasibility of booking a venue and the most efficient timing for that venue