



3rd Canadian Division Support Group

Play Hard, Fight Hard: Sport and the Canadian Military Exhibit – Travel Coordination

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,
Calgary, Alberta**

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All inquiries must be sent in writing. No phone inquiries will be responded to.

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1. Background

1.1 Introduction to this RFP

- a) The Army Museum of Alberta at The Military Museums and Canada's Sports Hall of Fame in Calgary wish to establish a service contract for travel coordination of the exhibit *Play Hard, Fight Hard: Sport and the Canadian Military*. There are two versions of this exhibit – an artifact based version (referred to as 3D), comprising approximately 1000 to 1500 square feet (scalable, based on a priority list of artifacts), and a pop up banner version with no artifacts (referred to as 2D). The artifact based version has already been shown at The Military Museums (TMM), Canada's Sports Hall of Fame (CSHoF), the Canadian Golf Hall of Fame and Museum in Oakville, Ontario, the Aurora Museum & Archives in Aurora, Ontario, the Royal Canadian Artillery Museum in Shilo, Manitoba, the Saskatchewan Sports Hall of Fame in Regina, Saskatchewan, and the Penticton Museum & Archives in Penticton, B.C. It is currently in Calgary being refurbished for the second leg of its tour. The only future venue tentatively booked at this time is the Fort St. Jean Museum in Quebec (summer/fall 2021). The pop up banner version has been shown at the Grey Cup in Calgary, at TMM and CSHoF, and in Toronto at the Sports Hall of Fame induction ceremony. A separate RFP is being put out for venue solicitation, and we hope that this contractor will be able to secure several more venues.

The contractor will coordinate the travel of the 3D version on an ongoing basis until travel is complete. The exhibit is a partnership between the Army Museum of Alberta at The Military Museums complex and Canada's Sports Hall of Fame. Although both institutions have directive control, invoicing will come through The Military Museums.

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 and CSHoF. Information on your contacts in the museum and sports heritage/sports hall sectors both internationally and in Canada will also be considered when awarding the contract.

In particular, note that the contract will establish a multi-year relationship between the contracting authority and the contractor, since the exhibit is anticipated to travel for several more years. Consequently, it will be up to the contractor to propose a fee structure that reflects this relationship.

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

- b) The exhibit features fourteen major sport categories from the 1880s to the present, represented through art, artifacts, photos, oral history interviews, and videos. The exhibit is designed to explore how sports are used to reinforce militarily useful concepts such as teamwork, leadership, fitness, tactical planning and others, while showing how many athletes naturally gravitated towards the military, and similarly how military training allowed many to have a successful athletic career after their service. There is broad coverage of the various sports played within the military by military teams and athletes. A large number of personal stories have been drawn out, mostly centred on the Honoured Members represented in CSHoF who have military service. The sports that are covered include: football, baseball, basketball, hockey, athletics (including gymnastics, running, relay races, high jump, long jump, discus, tug of war and others), polo (including other equestrian sports), boxing, cricket, soccer, shooting (including the biathlon), skiing, curling, Soldier On and Broomiloo. Broomiloo in particular is a specific example of sport played in the military that has no direct translation in civilian sport. The exhibit is tri-service (army, navy and air force).

Some of the individuals featured are summarized here. Jeff Nicklin was one of Canada's more well known football heroes prior to the Second World War. He played with the Winnipeg Blue Bombers, and then served overseas with the 1st Canadian Parachute Battalion, eventually becoming a Lieutenant-Colonel in command of the unit. Sadly, he was killed one month from the end of the war, in 1945. An A/V station in the exhibit tells his story. Mert Klippert was one of 9 brothers from Calgary who served overseas in the Second World War – all returned and formed their own baseball team "The Klippert Nine". Mert won a running competition against American opponents in Newfoundland during the war, and after the war joined the Calgary Stampeders. Mark Fuchko was a reservist with the King's Own Calgary Regiment, serving in Afghanistan as a Leopard tank driver. He was injured in an IED explosion, having both legs amputated, but went on to become one of the more well known figures in the Soldier On program. He has climbed Mt. Kilimanjaro, gone sea kayaking, and plays sledge hockey among other activities in the program. There is also an A/V station with oral history interviews from 15 currently serving Canadian Armed Forces athletes. An additional A/V station shows military sports competitions during the Second World War. For the 2D version, these two stations are merged.

Some of the key artifacts are summarized here: a torch used in the 2010 Paralympics, a 1928 Olympic gold medal, a North West Mounted Police cricket bat from the 1880s, and skates used by the RCAF Flyers team (winners of Olympic gold in 1948). Almost 200 artifacts are featured. They range in size from small badges to uniforms, trophies and skis.

All A/V equipment will be traveling with the exhibit, but venues will be responsible for providing their own display cases for the artifacts. Some artifacts have specialized display considerations. All artifacts have specialized packing, and all exhibit components are shipped in highly durable steel cases on casters. An installation binder accompanies the exhibit.

A visitor survey will also be traveling with the exhibit, and the coordinator will be responsible for ensuring that venues use the survey and make the data available on a regular basis.

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 (currently set at \$5000 for the 3D version), as well as covering the costs of shipping and insurance. Fees are negotiable.

Bookings for the artifact version should typically be for 3 months (negotiable) but bookings for the pop up banner version can be variable (from 2 weeks to 3 months).

The exhibit is fully bilingual, and we would like to see it travel to Francophone venues as well as Anglophone venues. Several of the personalities are Francophone, and there is a broad representation of genders and minority communities, so the exhibit will have a broad appeal.

The exhibit is the first significant traveling exhibit developed by CSHoF, but is the third developed by TMM. Both institutions see this as a major opportunity to expand their brand reach, and both have plans for other traveling exhibits. In particular, note that there is a separate RFP for the TMM traveling exhibit "Mission Afghanistan" 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.

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, from a minimum of two (2) other 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
4520 Crowchild Trail S.W.
Calgary, Alberta
T3J 3E3
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 travel coordination	
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 coordinated per previously traveling exhibit	Maximum of 25 points
2	Complexity of experience of previous travel coordination (ie. Number and type of transport companies dealt with, distance between destinations, fragility of artifacts transported, coordination of gift shop merchandise, troubleshooting conservation issues, coordination of exhibit repairs, etc.)	Maximum of 25 points
3	Extent of Museum and Sports Heritage Institution, transportation company and broader venue (ie. Regional, national, international) personal 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 coordinate travel the 3D versions of the temporary *Play Hard, Fight Hard: Sport and the Canadian Military* exhibit. Such work will be coordinated with The Military Museums (TMM) and also with Canada’s Sports Hall of Fame who co-developed the exhibit. The duties and responsibilities of the Contractor will include (but are not limited to):

- a. Ongoing liaison with venue solicitation contractor with regard to suitability of venues and suitability of travel plan
- b. Liaison with receiving venues with regard to timings, shipment, repair of damaged or non-functional components, and other related issues
- c. Coordination of exhibit repairs and upgrades as necessary
- d. Troubleshooting exhibit installation issues (remotely)
- e. Liaison with transportation companies and confirmation of bookings
- f. Coordination of transport fees payment
- g. Liaison with customs brokers, border authorities and other related agencies as appropriate
- h. Coordination of fees payment from receiving venues
- i. Liaison as necessary with lenders to the exhibit (in regards to extensions of loans to cover ongoing travel, certificates of insurance, environmental and facility report requests, etc.)
- j. Coordination of borrower’s packages (installation manual, education programming, media kits, etc.)
- k. Reviewing condition reports and following up on issues
- l. Tracking visitor numbers and media coverage