



Canadian Museum of Immigration at Pier 21  
Musée canadien de l'immigration du Quai 21

Request for Proposals

Audience identification and targeting for the Canadian Museum of Immigration at Pier 21

Date of Solicitation: December 15, 2023

Closing: January 24, 2024 at 2 pm AST

The Canadian Museum of Immigration at Pier 21 is committed to purchasing goods and services to ensure the best overall value. Procurement is conducted with due regard to applicable laws, regulations, trade agreements, internal policies, environmental considerations and competitive processes. Ensure that you have read all procurement documents carefully and that your response includes all of the information requested. For additional information:

<https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines>

Canada

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## **1. Scope of Work**

### **1.1 Introduction**

The Canadian Museum of Immigration at Pier 21 (the Museum) is located in a national historic site at the Halifax seaport. Nearly one million immigrants landed in Canada here from 1928 to 1971. Today, as Canada's national museum, we share the ongoing story of immigration to Canada – past to present, and coast to coast. Our content onsite, online, and in our podcast, immerses visitors in the immigration experience, allowing for a deeper understanding of how newcomers continue to shape our country.

### **1.2 Services Required**

- 1.2.1 CMI is seeking proposals to identify and validate target audiences for the Museum and their motivations. Understanding the Museum's key audiences is critical when developing new exhibitions, public programs and online content. This data will help the Museum create targeted advertising and promotional campaigns to reach visitors most interested in experiencing the Museum. We are looking to grow our audience by understanding where the best opportunities for growth exist, who is currently missing from this mix and how we need to reconsider current strategies and assumptions. With a defined target audience, we will want to understand why they visit, why they would visit and why they don't visit the Museum.
- 1.2.2 In a changing and unpredictable environment, CMI seeks assistance identifying key target audiences for the Museum. Historically, our largest visitation numbers have been from Ontario and followed by international travellers. Traditional visitors including Pier 21 alumni (people who passed through Pier 21 as immigrants or veterans) and their families who have been an important group since the site opened in 1999. Our alumni are aging and we need to ensure our funnel of potential visitors remains full in the coming years.
- 1.2.3 CMI attendance has not recovered to pre-Covid levels. While 2022 numbers were encouraging, 2023 levels have been significantly below forecast, despite visitor satisfaction, media coverage and reviews remaining extremely positive. CMI believes there are many factors contributing to these results. While most of these factors are not within our control, understanding our target audience, and how they (may) have changed, will allow CMI to be strategic and efficient with our messaging, media buys and other decisions. CMI would also like to understand where the greatest potential exists to grow local visitation outside of the busier tourist season.
- 1.2.4 Annual visitor satisfaction surveys, local perceptions studies and other visitation and social media data will be available to the successful proponent. CMI is looking for cross-departmental engagement in the process to support a shared vision for our redefined target audience.

### 1.3 Schedule

CMI has allotted 10 weeks to complete this project.

- RFP Launch December 15
- Question period ends January 10
- Closing January 24
- Award February 7 (estimate)
- Kick off Week of February 19
- Project completed Week of April 29

### 1.4 Best Practices

The Contractor shall provide services incorporating best practices in:

- 1.4.1 **Accessibility:** CMI pursues an accessible environment as defined in the [Accessible Canada Act](https://laws-lois.justice.gc.ca/eng/acts/a-0.6/) (<https://laws-lois.justice.gc.ca/eng/acts/a-0.6/>). Our Museum is for everyone. We are respectful and welcoming. We focus on including people. We build accessible spaces. We work to meet the needs of persons with disabilities. We strive for a barrier-free workplace; a safe and accessible site; easy-to-use websites; accessible exhibitions, programs and services.
- 1.4.2 **Diversity, Equity and Inclusion:** CMI pursues an environment that is respectful of the lived experiences of others, that considers diverse perspectives, and that fosters meaningful relationships within the community. CMI values diversity, equity, justice, and inclusion.
- 1.4.3 **Collaboration:** The Contractor shall actively engage in collaborative efforts with CMI. Regular communication, open sharing of ideas, and a proactive approach to problem-solving are essential components of the Contractor's role. The Contractor shall actively seek input, share data, and coordinate efforts to ensure the campaign's alignment with overarching marketing strategies.
- 1.4.4 **Flexibility:** The Contractor shall demonstrate flexibility in adapting to changing project requirements, timelines, and priorities as communicated by CMI. The Contractor understands that unforeseen circumstances may arise, and shall make reasonable efforts to accommodate necessary adjustments while maintaining the project's quality and objectives.
- 1.4.5 **Reporting:** It is expected that the proponent will set up regular progress calls and provide a final detailed report on findings.

### 1.5 Budget

- 1.5.1 The budget for this project is expected between \$50,000 and \$70,000, exclusive of

taxes. All amounts are in Canadian dollars. An additional budget of \$5,000 has been set aside for the successful proponent to visit the Museum. If the proponent believes additional funds are required this must be included as part of the main project budget. The maximum budget for the entire project is \$75,000, exclusive of taxes.

## **2. Contract Terms and Conditions**

### **2.1 Standard Terms and Conditions**

CMI applies clauses from the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to its contracts. Proponents who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the specified clauses and conditions in the resulting contract.

### **2.2 Supplemental Terms and Conditions**

#### **2.2.1 Contract Duration, Renewal and Cancellation**

The Contract shall begin in mid-February, 2024 and end April 2024. Cancellation can be initiated by CMI through a written notice, with a 30-day notice period.

#### **2.2.2 Terms of Payment**

- a) The Contractor shall submit a completed T1204 form.
- b) Fees and expenses payable by CMI shall constitute the Contractor's only remuneration under the Agreement. Neither the Contractor nor its personnel shall accept any trade commission, discount, allowance or indirect payment of other consideration in relation to the Services.
- c) The Contractor shall be solely responsible for all federal and local income and other taxes that are due on the income received by the Contractor for the services performed hereunder. CMI shall be solely responsible for any sales taxes levied by the jurisdiction in which the Agreement takes place.
- d) Unless otherwise stated in this Agreement, all references to currency shall be deemed to be in Canadian dollars. CMI shall pay the Contractor in Canadian dollars by either Electronic Funds Transfer or direct deposit (Canadian banks only), cheque, bank draft (certified cheque) or Visa.
- e) Invoices for Services shall be billed at major milestones. Project launch (50%), midpoint (25%), project completion (15%), and final report delivery (10%).

Invoices must include:

- A date;
- Name and address of Contractor;
- The services included on the invoice;

- HST charged at 15%. HST must be specified on all invoices as a separate item.

### 2.2.3 Legislative Requirements

- a) The contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Nova Scotia.
- b) The Contractor shall be responsible for compliance with all current Canadian Federal, Provincial and Municipal Acts, Orders, Regulations and Laws which exist or may come into existence during the term of the Agreement.
- c) The Contractor certifies that it will comply with the eight fundamental human and labour rights as per the Ethical Procurement Certification and attached as part of their Proposal. Non-compliance of fundamental human and labour rights may result in termination of the contract.

### 2.2.4 Insurance

Any and all insurance necessary for the Contractor to carry out the Services will be determined and provided by the Contractor. CMI provides no insurance and accepts no liability.

### 2.2.5 Representations and Warranties

The Contractor agrees that all Services to be provided by it hereunder shall be provided in a professional manner by personal appropriately trained in the performance of such services.

### 2.2.6 Changes, Alterations and Amendments

Changes in the terms and conditions of the contract may be made only by written agreement of the Parties.

### 2.2.7 Excusable Delay

- a) A delay in the performance by the Contractor of any obligation under the Agreement could be considered an "Excusable Delay" if it caused by an event that:
  - Is beyond the reasonable control of the Contractor;
  - Could not reasonably have been foreseen;
  - Could not reasonably have been prevented by means reasonably available to the Contractor;
  - Occurred without the fault or neglect of the Contractor.
- b) A delay will be qualified as an "Excusable Delay" if the Contractor advises CMI of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise CMI, within 15 working days, of all the circumstances relating to the delay and provide to CMI for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

- c) Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 30 days or more, CMI may, by giving notice in writing to the Contractor, terminate the Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to CMI the portion of any advance payment that is unliquidated at the date of the termination.

Unless CMI has caused the delay by failing to meet an obligation under the Agreement, CMI will not be responsible for any costs incurred by the Contractor as a result of an Excusable Delay.

#### **2.2.8 Justifiable Cause**

If the Contractor fails to fulfil the Agreement for any reason other than a justifiable cause not in the Contractor's control, the Contractor shall be liable for all reasonable expenses incurred by CMI. Otherwise, the Contractor and CMI shall bear their respective costs.

#### **2.2.9 Indemnity**

The Contractor covenants to indemnify and safe harmless CMI, its directors, officers, employees and agents from any against any and all liabilities, losses, claims, demands, building damage, costs, and expenses (including lawyer's fees and litigation expenses on a solicitor and client basis) whatsoever to which CMI, its directors, officers, employees and agents may become subject as a result of the breach of any covenant, agreement, term, or condition of this Agreement or as a result of or in connection with the use and occupation of the Premises, by the Contractor or its servants, agents, employees, contractors, invitees, or others for whom it is in law responsible except where caused by the negligence or willful misconduct of CMI or those whom it is in law responsible.

#### **2.2.10 Access to Information**

The Contractor acknowledges and understands that CMI is subject to the *Privacy Act* (<https://laws-lois.justice.gc.ca/eng/ACTS/P-21/index.html>) and *Access to Information Act* (<https://laws-lois.justice.gc.ca/eng/acts/a-1/>), and it may, as a result of specific request made under the Act, be required to release this complete document or any other documents it has received related to the contract. The Contractor must clearly indicate "Confidential" on items considered to be company confidential or proprietary information.

#### **2.2.11 No Promotion of Relationship**

Any publicity or publication related to the contract shall be at the sole discretion of CMI. Without limiting the foregoing, the Contractor shall not make use of its association with CMI, directly or indirectly communicate with the media in relation to the contract, the

subject matter, or undertake any communication that in the opinion of CMI is unsolicited promotional communication relating to the contract, without prior written consent of CMI.

#### 2.2.12 **Assignment**

No right of interest in the Contract shall be assigned by either Party without the written consent of the other and no delegation owed, or the performance of any obligation by either CMI or the Contractor shall be made without the written consent of the other.

#### 2.2.13 **Termination of the Agreement**

In the event that either Party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that a cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the contract without further notice.

#### 2.2.14 **Force Majeure**

The Contractor is not liable for failure to perform the obligations as set out in the contract as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, labor dispute, strike or lockout. If the Contractor asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages cause by foreseeable events that the Contractor substantially fulfilled all non-excused obligations and CMI was timely notified of the likelihood or actual occurrence of the event which invoked the Force Majeure.

#### 2.2.15 **General provisions**

- a) Values: CMI pursues environment that is respectful of the lived experiences of others, that considers diverse perspectives, and that fosters meaningful relationships within the community. CMI values diversity, equity, justice, and inclusion. CMI encourages the Contractor to engage in this conversation.
- b) Accessibility: CMI pursues an accessible environment as defined in the [Accessible Canada Act \(https://laws-lois.justice.gc.ca/eng/acts/a-0.6/\)](https://laws-lois.justice.gc.ca/eng/acts/a-0.6/) . Our Museum is for everyone. We are respectful and welcoming. We focus on including people. We build accessible spaces. We work to meet the needs of persons with disabilities. We strive for: a barrier-free workplace; a safe and accessible site; easy-to-use websites; accessible exhibitions, programs and services.
- c) Harassment: The Contractor and Contractor representative(s) acknowledges the responsibility of CMI to ensure, for its employees, volunteers, contractors, or any other individual employed by, or under contract with CMI, a healthy work environment, free of harassment.



The Contractor and Contractor representative(s) must not, either as an individual, or as a corporate or unincorporated entity, harass, abuse, threaten, discriminate against or intimidate any employee, volunteer, contractor or other individual employed by, or under contract with CMI. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor’s response, CMI will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken including cancelling the contract in whole or in part.

- d) Relationship between the Parties: The relationship of the parties shall be that of independent contractors. Nothing shall be construed as establishing or creating a relationship between CMI and the Contractor. This Agreement is made for the sole benefit and protection of the parties hereto and not for the benefit of any third party.
- e) Conditions not to be waived: No waiver by either party of any default by the other in performing any provision of this Agreement shall operate or be construed as a waiver of any other default, whether or a like or different character.
- f) Severability: Should any provisions of this Agreement be held to be invalid or unenforceable then such provisions shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of the Agreement. The Contractor and CMI shall then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

### 3 Proposal Submission Guide

#### 3.1 Key Dates

Item	Date
RFP Issued	15 December 2023
Question Period Ends	10 January 2024
RFP Closes	24 January 2024 at 2 pm AST (1 pm EST)
Interviews for short listed proponents ( based on points awarded in step 1)	30-31 January 2024
Notification of Award	7 February, 2024 (estimate)

#### 3.2 Form of Submission

- 3.2.1 The Proponent must submit their proposal according to Section 5 (Proposal Submittal Documentation).

3.3.2 If a consortium or team submits a proposal a clear “lead” must be identified that will be legally responsible for the contract. CMI will enter into contract with only one Agency or Joint Venture organization. Only a complete team or consortium deemed to be able to complete all aspects of the Services shall be considered for award.

### **3.3 Proposal Submission Instructions**

3.3.1 Proposals shall be delivered electronically to Ashley MacPherson, VP Operations, [procurement@pier21.ca](mailto:procurement@pier21.ca).

3.3.2 The proposals must be submitted and received at this address by January 24, 2024 by 2 p.m. AST (1 pm EST) according to CMI’s internal servers. Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

3.3.3 Contact Ashley MacPherson, VP Operations for alternate formats.

### **3.4 Proponent Enquiries**

3.4.1 All enquiries regarding the proposal solicitation shall be submitted in writing or by email before January 10, 2024. Answers to questions will be provided on ongoing basis and will be issued as addenda. Direct enquiries to Ashley MacPherson, VP Operations at [procurement@pier21.ca](mailto:procurement@pier21.ca)

3.4.2 To ensure consistency and quality of information provided to Proponents, CMI will provide, simultaneously to all, any information in respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of enquiries.

3.4.3 Proponents are only permitted to communicate with the VP Operations or designate. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent’s proposal.

3.4.4 Proponents shall promptly examine all documents and addenda comprising this RFP and shall report any errors, and seek clarification of apparent errors, ambiguities, or other problems as soon as identified. It is the Proponent’s responsibility to avail themselves of all the necessary information to prepare a compliant proposal in response to this RFP. The Evaluation Committee is under no obligation to seek clarification of a Proponent’s proposal.

### **3.5 Amendments, Withdrawal, and Disqualification**

3.5.1 After the closing date and time, amendments to the Proponent’s proposal will not be accepted.

3.5.2 In the event that a Proponent wishes to withdraw its Proposal, the Proponent

shall immediately notify the VP Operations or designate in writing or by email, before the RFP closing date. Should a proposal be withdrawn, it will be returned to the Proponent after the closing date, and no further consideration will be given to it.

### **3.6 Costs Related to the Solicitation Process**

3.6.1 All costs and expenses incurred by the Proponent related to the preparation of the proposal shall be borne by the Proponent. CMI is not liable to pay such costs and expenses or to reimburse or to compensate Proponents under any circumstance.

3.6.2 CMI shall not be responsible for any costs related to any delays in the RFP, in awarding the contract, or costs associated with any review or the approval process, or with obtaining any government approvals.

### **3.7 No Bribe or Conflict**

3.7.1 The Proponent declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of CMI or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

3.7.2 The Proponent must not influence, seek to influence or otherwise take part in a decision of CMI knowing that the decision might further its private interest. The Proponent must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Proponent must immediately declare it to CMI.

3.7.3 The Proponent warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Proponent becomes aware of any matter that causes or is likely to cause a conflict in relation to the Proponent's performance under the Contract, the Proponent must immediately disclose such matter to CMI in writing.

3.7.4 If CMI is of the opinion that a conflict exists as a result of the Proponent's disclosure or as a result of any other information brought to CMI's attention, CMI may require the Proponent to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

### **3.8 RFP/Offer**

This RFP does not constitute an offer of any nature or kind whatsoever by the Canadian

Museum of Immigration at Pier 21 to any Proponent. CMI reserves the right to reject all proposals, in whole or in part, and/or to enter into negotiations with any party to provide such products and/or services to CMI.

#### 4 Evaluation and Award

##### 4.1 General Notices

4.1.1 Proponents are hereby advised that failure to provide all of the information and documentation to the degree specified in the RFP and in the format indicated may result in their proposal being assessed as non-compliant, or in the case of rated requirements, no points or lesser points will be assigned to the criteria. The criteria specified in this RFP, as possibly amended by Solicitation Amendments, are the sole criteria that will be used in the evaluation of proposals.

4.1.2 Based on the best overall value to CMI, proposals will be assessed using the criteria specified herein.

4.1.3 There shall be no public opening of the proposals received in response to this RFP.

##### 4.2 Evaluation Criteria and Process

Proposals will be evaluated and scored in accordance with the following criteria:

Preliminary Evaluation Criteria	Maximum points
Accessibility	5
Project Team	10
Approach and demonstrated understanding of project requirements	25
Ability to meet set schedule	10
Plan for communications and reporting	10
Experience in Museum and/or culture sector	30
Proposed breakdown of budget	10
<b>Preliminary Score</b> Proponents scoring over 75% in their Preliminary scores may be invited for videoconference interviews. Of Proponents who scored 75% or higher, CMI will invite the top two Proponents to interview.	<b>/100</b>
Interviews	25
References	5
<b>Total Score</b>	<b>/130</b>

##### 4.3 Process

4.3.1 An Evaluation Committee shall evaluate the proposals. Decisions as to the degree to which a proposal meets the requirements of this RFP are within the exclusive judgment of the Evaluation Committee.

4.3.2 Preliminary Criteria Scores shall be calculated by adding all criteria scores together

for a total score out of 100 points. Proponents must achieve a minimum pass mark of 75% to qualify for consideration for interview.

- 4.3.3 It is the intent of CMI that the Proponent with the highest score overall shall be recommended for contract award.

#### **4.4 CMI's Rights**

CMI reserves the right to:

- 4.4.1 Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience, programs, and software to perform competently the work identified in this RFP.
- 4.4.2 Cancel and or reissue this RFP at any time; CMI will not assume liability for any response preparation costs whatsoever.
- 4.4.3 Request clarification or supporting data for any point in a Proponent's proposal.
- 4.4.4 Negotiate with Proponents subject to the constraints of the mandatory requirements of this RFP.
- 4.4.5 Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. CMI may do so without incurring any liability whatsoever to any of the Proponents.
- 4.4.6 Maintain sole ownership of the proposals. All materials submitted by a Proponent in response to any part of this RFP shall become the sole property of CMI without payment or liability for payment.

#### **4.5 Notification, Award and Debriefing**

- 4.5.1 Once the successful Proponent and CMI have executed a Contract, CMI will communicate the name of the successful Proponent to all Proponents who have submitted a proposal.
- 4.5.2 CMI will provide a debriefing of a Proponent's proposal, if requested in writing, within ten (10) days of notification that they have been unsuccessful. Requests must be submitted to the VP, Operations, [procurement@pier21.ca](mailto:procurement@pier21.ca)

## 5 Proposal Submittal Documentation

### 5.1 Company Information

Request for Proposal to: Canadian Museum of Immigration at Pier 21. Please submit information as per this table (fill out empty blanks):

Requested Company Information
Lead Legal Agency Name
Legal Agency Name (if required)
Full Address
Telephone
Business (GST) Number
Email Address
Name and title of person authorized to sign on behalf of the Agency
Lead Signature
Name and Title of Project Contact
Contact Person Telephone
Contact Person Email

## 5.2 Addenda

Addenda will be issued by CMI regarding any changes and answers to questions that may arise during the solicitation period. Completion of this section will ensure that you have received and factored this information into your proposal. Failure to identify addenda issued by CMI may result in the disqualification of your proposal.

Number	Date Issued

## 5.3 Accessibility

Provide (up to one page) of your experience and approach in Accessibility.

## 5.4 Project Team

- 5.4.1 Provide the names and CVs or resumes (no more of 1 page each) of the project team who will be working with CMI. Clearly outline the roles, responsibilities, experience and qualifications of each team member.
- 5.4.2 Specify the account manager who will oversee the team's activities and serve as the primary point of contact. Provide resume and strategy for the account manager.

## 5.5 Approach and Demonstrated Understanding

- 5.5.1 Provide 1-2 pages of your approach and demonstrated understanding of the project goals for CMI. Provide your insights and thinking for project success.
- 5.5.2 Outline why your agency is interested in collaborating with CMI and how you believe your agency is a strong fit for this project.

## 5.6 Schedule

Submit a schedule for CMI to review. CMI will evaluate Proponents planning, reporting and start-up time.

## 5.7 Communications and Reporting

- 5.7.1 Illustrate your creative and/or technical resources, working style, and the process you intend to employ in collaboration with CMI. This should effectively demonstrate your insights and strategic thinking that contribute to the success of the project.
- 5.7.2 Provide a comprehensive overview of your creative strategy for the project.

- 5.7.3 Describe how you measure success and how do you evaluate achieving results, balancing and client satisfaction.
- 5.7.4 Outline how you plan to provide reporting for the project’s progress.

**5.8 Marketplace Experience**

Provide up to three relevant client case studies highlighting similar marketplace experiences, including examples of working with tourism and museum attractions, government organizations, or crown corporations. These examples should demonstrate your bilingualism experience. Please include at least one example of experience working with the [Accessible Canada Act](https://laws-lois.justice.gc.ca/eng/acts/a-0.6/) (https://laws-lois.justice.gc.ca/eng/acts/a-0.6/).

**5.9 Budget**

Provide an annual budget break down of how you would allocate this budget.

Item	Detail	Budget
<b>Total</b>		<b>\$70,000 CAD maximum, exclusive of 15% HST</b>

Proponents may use this form or submit their own form. If a Proponent chooses to submit their own form, please identify this Section.

**5.10 Supplier Statement**

- 5.10.1 By submitting a proposal in response to this solicitation, the Proponent certifies that:
  - a) Child labour: The Proponent and its first-tier subcontractors do not employ child labour, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.
  - b) Forced labour: The Proponent and its first-tier subcontractors do not use forced labour or compulsory labour in all its forms, including trafficking in persons for the purpose of forced or compulsory labour, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.



- c) Abuse and harassment: The Proponent and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.
- d) Discrimination: The Proponent and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.
- e) Freedom of association and collective bargaining: Where provided for by law, the Proponent and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer. No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Proponent and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.
- f) Occupational safety and health: The Proponent and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.
- g) Fair wages: The Proponent and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Proponent and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.
- h) Hours of work: Except in extraordinary circumstances, the Proponent's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.

5.10.2 The Proponent do hereby offer to the Canadian Museum of Immigration at Pier 21 to diligently and faithfully provide the services in accordance with the terms and conditions of the RFP.

5.10.3 AND WE HEREBY AFFIRM AND CERTIFY that we:

- a) Have examined to our satisfaction all conditions affecting the Scope of Work.
- b) Have carefully studied the RFP, including all addenda.
- c) Have not relied on any information or documents provided by or on behalf of the Museum other than the RFP.
- d) Have included the information that was required to be submitted, which information forms an integral part of the Submittal Documentation.

5.10.4 AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:

The Proposal has been executed with full authority and is irrevocable, valid and open acceptance by CMI for a period of ninety (90) full days from the Closing Date irrespective of the acceptance of any other Proposal or the issue of a notice or acceptance of another Proposal. This Proposal is made by the undersigned without any connection, knowledge, and comparison of figures or arrangements with any other person who might submit a Proposal for the same Work and is in all respects fair and without collusion or fraud. Proposed sub-Suppliers (if any) have been given the opportunity to study the RFP.