



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

Request for Proposal Translation Services

Date of Solicitation: March 22, 2016

Closing: April 15, 2016

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.

Canada 

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1. Request for Proposal

1.1 Background

In this Request for Proposal, the Canadian Museum of Immigration at Pier 21 (hereinafter the “Museum”) is seeking a qualified firm to provide translation services from English to French and French to English on an “as and when” required basis.

The requirement is limited to Canadian goods and services.

Who We Are

The Canadian Museum of Immigration at Pier 21 collects, shares and pays tribute to the Canadian immigration story. The Museum is situated on the Halifax waterfront at Pier 21, the National Historic Site that served as the gateway to Canada for one million immigrants between 1928 and 1971. Today, this former immigration shed is home to Atlantic Canada’s only national museum.

The Museum was established under *The Museums Act* and began operating as a Crown Corporation in February 2011. The Museum falls under Part X of the *Financial Administration Act* (FAA), which establishes the control and accountability regime for Crown corporations. It is also subject to a range of other statutes governing employment and superannuation, access to information and privacy, and Official Languages, among others.

The Museum’s language of work is English.

1.2 Scope of Work

2.1.1 The Contractor shall provide translation services on an as and when required basis for the translation of English to French and/or French to English for the Museum.

A call-up will be made by the Museum for translation services for English to French or French to English on a per-document basis.

If the Contractor cannot complete a call-up by the specified date or time requested by the Museum, the Museum reserves the right to contact a new supplier for the call-up.

2.1.2 Out of Scope

This request for translation service(s) does not include translation of the Museum’s financial documents.

2. Agreement

2.1 Translation Requirements

The Museum is seeking offers for translation and editing services for French to English and English to French. The Museum follows the *Official Languages Act* and all documents and exhibits published for the public must be published in both official languages (English and French). The Museum is seeking translation in the following Categories:

- Corporate reports
- Academic papers and research papers
- Marketing/Ad Copy and social media
- Public history and transcription of first person stories

2.2 Translation Budget

The Museum budgets \$150,000 - \$200,000 per year for translation. A call-up shall not exceed \$100,000. If a translation requirement is over \$100,000, it will be sourced competitively as per the Museum's Procurement Policy.

2.3 Translation Schedule

The Museum translates documents that will be used for public distribution in both official languages. Most translation requirements are 1000 words or less with a translated return time of four business days. On average, the Museum requires 12 documents to be translated per week. The Museum also requires "rush" translation services of documents 1000 words or less within two business days.

2.4 Contract Duration

The successful proponent shall enter into a contract with the Museum.

- 2.4.1 The period for the Contract starts April, 2016 and ends March 31, 2017 with the option to renew for two additional years. Should the Museum and Contractor renew the contract they may negotiate the fees of the agreement to reflect any changes for year two or three.
- 2.4.2 The Contractor must have the capacity to meet the translation requirements of the Museum. Refer to Section 2.3 for expected schedule. If for any reason the Contractor cannot fulfill the requirements of this agreement, the Museum reserves the right to seek quotations from a different supplier.

2.5 Contract Contact

The Communications Coordinator is the representative of the Museum for whom the Work will be carried out pursuant to a call-up under the Contract and is responsible for all of the technical content of the Work.

2.6 Call-up Form

The Museum shall use a call-up form to request the services from the Contractor. This form shall serve as a contract for the work (see Appendix A).

2.7 Confidentiality

The Contractor must agree to maintain security standards consistent with security policies of the Museum. These may include strict control of data, maintaining confidentiality of information gained while carrying out their duties.

Information pertaining to the Museum obtained by the Contractor as result of participation in the work is confidential and must not be disclosed without a written consent from the Museum.

2.8 Legislative Requirements

As part of the call-up, the Contractor shall be responsible for compliance with all current Canadian Federal, Provincial and Municipal Acts, Orders, and Regulations which exist or may come into existence during the term of the Agreement.

2.9 Indemnity

The Contractor covenants to indemnify and save harmless the Museum, its directors, officers, employees and agents from and 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 the Museum, its directors, officers, employees and agents may become subject to 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 or arising out of or resulting from the negligence or wilful misconduct of 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 wilful misconduct of the Museum or those for whom it is in law responsible.

If the Contractor is a Crown entity, the above shall only be applicable to the extent that the Contractor, in its capacity as a Crown entity, is legally capable of providing such indemnity.

2.10 Insurance

Any and all insurance necessary for the Contractor to carry out this contract will be determined and provided by the Contractor. The Museum provides no insurance and accepts no liability.

2.11 Supplier Information Form

Payment for the Services shall commence upon the Contractor signing of the Supplier Information Form (Appendix B).

3. RFP Submission Information

3.1 Key Dates

RFP Release Date	March 22, 2016
Bidder's Conference: by teleconference	March 29, 2016
Deadline for Questions	April 5, 2016
Financial Closing Date	April 15, 2016 at 2:00 p.m. Atlantic Time
Translation Technical Evaluation Submitted to Proponents	April 18, 2016
Technical Submission Closing Date	April 19, 2016 at 10:00 a.m. Atlantic Time
Interviews	April 21, 2016
Estimated Notification Date	April 25, 2016

3.2 Form of Submission

The Proponent must submit an offer with all the mandatory information requested in this RFP. Proponents shall submit Section 5, RFP Submittal Documentation.

If a consortium or team submits a proposal a clear "lead" must be identified that will be legally responsible for the agreement. Only a complete team or consortium deemed to be able to complete all aspects of the project shall be considered for award.

3.3 Proposal Submission Instructions

3.3.1 Location, Date and Time for Proposal Submission.

Proposals shall be delivered **ONLY** to the address specified below.

Ashley MacPherson, Procurement and Administration Manager
amacpherson@pier21.ca

Proposals must be submitted and received by **April 15, 2016 at 2 p.m. Atlantic Time**. Faxes of proposals will not be accepted unless stated in writing by the Museum. Timely receipt and correct direction of the offers shall be the sole responsibility of the Proponent.

3.4 Bidder's Conference and Enquiries

- 3.4.1 To ensure consistency and quality of information provided to all, the Procurement and Administration Manager will provide any information in respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of enquiries on buyandsell.gc.ca. All enquiries regarding the solicitation shall be submitted by email by **April 5, 2016**. Questions received after this time **will not be answered**. Answers to questions will be provided on ongoing basis and will be issued as addenda.

Direct enquiries to:

Ashley MacPherson, Procurement and Administration Manager
Email: amacpherson@pier21.ca

Proponents are only permitted to communicate with the Procurement and Administration Manager. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent's proposal.

- 3.4.2 A Bidder's Conference will be held on **March 29, 2016 at 2:00 p.m. Atlantic Time** by teleconference. Proponents who have questions in regards to this RFP are encouraged to register for the Bidder's Conference with the Procurement and Administration Manager. Those who have registered will be sent a teleconference code for the Conference. Questions and answers discussed during the Bidder's Conference will be posted as an addendum.

To receive a Bidder's Conference code, contact Ashley MacPherson at amacpherson@pier21.ca

- 3.4.3 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

After the closing date and time, amendments to a proposal will not be accepted.

In the event that a Proponent wishes to withdraw its Proposal, the Proponent shall immediately notify the Procurement and Administration Manager 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 Solicitation Process

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

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

3.7 Conflict of Interest

Proponents must fully disclose, in writing to the Procurement and Administration Manager, on or before the closing date of the RFP, any circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the RFP. The Evaluation Committee shall review any submissions by Proponents under this provision and may reject any proposals where, in the opinion of the Committee, the Proponent could be in conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

3.8 Access to Information

The individuals, or companies, participating in this RFP acknowledge and understand that the Museum is subject to the *Privacy Act* and *Access to Information Act*, 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 this RFP. Participants in this process should clearly indicate "Confidential" on items within their submission considered to be company confidential or proprietary information.

3.9 Joint Ventures

The Proponent must clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- a) The incorporated joint venture.
- b) The partnership joint venture.
- c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership of the corporate designation.

If the response to this RFP is made by a joint venture, the Proponent shall describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:

- a) That the signatories are acting and responsible jointly and severally;
- b) That the payment of monies under the contract to the identified lead member shall act as a release from all parties;
- c) That giving notice by the Museum to the identified lead member shall act as a notice to all parties;
- d) That the Museum may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and
- e) Where the Museum has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

It is a condition precedent to any contract being awarded to a Proponent that the Proponent provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Proponent is bidding as a joint venture (as defined above).

3.10 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. The Museum reserves the right to reject all proposals, in whole or in part, at the sole discretion of the Museum.

4. Evaluation and Award

4.1 Evaluation Criteria and Process

4.1.1 Criteria and Scoring

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

The criteria specified in this RFP, as possibly amended by Solicitation Amendments, are the **sole criteria** which will be used in the evaluation of proposals.

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

Evaluation Criteria	Points
Price per word regular translation (four business days)	/10
Price per word rush translation (within two business days)	/10
Translation technical evaluation – to be provided to the Proponent on April 18, 2016 and to be submitted back to the Museum by email by April 19, 2016 at 10 a.m. Atlantic Time	/20
Preliminary Score	/40
Interviews - April 21, 2016 Interviews will be conducted with the top three proponents with the highest Preliminary Scores.	/10
Total Possible Points	/50

4.1.2 Process

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.

1. The Evaluation Committee will evaluate price per word, regular translation. Proponents will be scored based on their price per word in relation to the lowest price per word received. The Proponent with the lowest price per word will score higher than a proponent with a higher price per word.
2. The Evaluation Committee will evaluate price per word, rush translation. Proponents will be scored based on their price per word in relation to the lowest price per word received. The Proponent with the lowest price per word will score higher than a proponent with a higher price per word.
3. The Procurement and Administration Manager will provide Proponents with a translation of approximately 1000 words by email on April 18, 2016. All proponents will receive the same translation. Proponents must send translation back to the Museum by April 19, 2016 at 10:00 a.m. Atlantic Time.

4. The Evaluation Committee will review each translation independently and score for quality, consistency and accuracy.
5. Scores from each Committee member will be added together and divided by the total number of Committee members for an average score. The average score for translation will be added to the points received for prices for a Preliminary Score.
6. The top three highest preliminary scores will be invited for an interview. Interviews will be conducted by phone on April 21, 2016. The proponent with the highest score (price, technical and interview) after the interview will be asked for references.
7. If there is a tie between two or more top scoring proponents for total points, the Museum will contact references of the Proponent with the lowest rush price per word.
8. The Evaluation Committee will contact references and award to the highest scoring proponent, subject to satisfactory references.

4.2 Museum's Rights

The Museum reserves the right to:

- Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work identified in this RFP.
- Cancel and/or reissue this RFP at any time; the Museum will not assume liability for any response preparation costs whatsoever.
- Request clarification or supporting data for any point in a Proponent's proposal.
- Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFP.
- 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. The Museum may do so without incurring any liability whatsoever to any of the Proponents.
- 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 the Museum without payment or liability for payment.

4.3 Notification, Award and Debriefing

Once the Museum has contacted the successful Proponent and a contract has been executed, the Museum will contact unsuccessful proponents.

The Museum 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 Procurement and Administration Manager.

5. RFP Submittal Documentation

5.1 Company Information

Request for Proposals: Canadian Museum of Immigration at Pier 21. Please submit information as per this table.

Legal Name:	
Full Address:	
Telephone:	Facsimile:
Email Address:	
Name and title of person authorized to sign on behalf of the Proponent (Type or Print)	
Signature:	
Name and title of RFP Contact / Project Manager (Type or Print)	
Telephone:	Email:

5.2 Addenda

Addenda will be issued by the Museum 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 tender total. Failure to identify addenda issued by the Museum may result in the disqualification of your proposal.

Number	Date Issued

5.3 Fee Breakdown

All prices are in Canadian dollars and include any and all editing of the Proponent's work, administrative, project management and related fees. Prices are exclusive of taxes.

Translation Turnaround	Price per word
Regular - Four business days	
RUSH – Within two business days	

5.4 Technical Evaluation Translation

Proponents will be asked to submit a translation. Proponents will be emailed by the Museum with a translation request less than 1000 words.

In order to ensure the request is sent to the appropriate person, please print or type the contact information for whom the Museum should send the translation sample to. The Museum will contact this person and copy a second person from your company. You must provide one translated document to the Museum by email by 10 a.m. Atlantic Time on April 19, 2016.

Technical Translation Submission	Contact Email
Contact Name	

Appendix A: Call-up Form

<p>Standing Offer Agreement Call-Up</p> <p>Requested by: Stephanie Comeau scomeau@pier21.ca</p>	<p>Translation (select):</p> <p><input type="checkbox"/> English to French <input type="checkbox"/> French to English</p>
<p>To: Name of Offeror Email of Offeror</p> <p>Fee/Rate (select):</p> <p><input type="checkbox"/> Regular, XX words @ \$/word <input type="checkbox"/> Rush, XX words @ \$/word</p> <p>Total _____</p>	<p>Translation Category (select):</p> <p><input type="checkbox"/> Corporate reports <input type="checkbox"/> Academic papers and research papers <input type="checkbox"/> Marketing/Ad Copy and social media <input type="checkbox"/> Public history and transcription of first person stories</p>
<p>Comments:</p>	
<p>Text to Translate:</p>	
<p>Museum Signatory:</p>	<p>Contractor Signatory:</p>

Appendix B: Supplier Information Form