



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

Request for Proposal Translation and Editing Services

Date of Solicitation: January 3, 2019

Closing: February 12, 2019 at 2:00 p.m. 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.

Canada 

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1. Request for Proposal

1.1 Translation and Editing Requirements

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

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

- Corporate reports
- Academic papers and research papers
- Marketing/Advertising copy
- Public communications and social media
- Public history, exhibit texts, and first person stories
- Editing/Proofreading

Who We Are

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

CMI was established under *The Museums Act* and began operating as a Crown Corporation in February 2011. CMI 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.

CMI’s language of work is English.

1.2 Scope of Work

1.2.1 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.

- i. A call-up will be made by CMI for translation services for English to French or French to English on a per-project basis.
- ii. A call-up shall include a “rush translation” or “regular translation” request for services.
 - a. Rush Translation: translation required in two (2) business days.

b. Regular Translation: translation required in four (4) business days.

1.2.2 The Contractor shall provide proofreading services on an “as and when” required basis for editing/proofreading of French copy to check for grammar and consistency.

- i. A call-up will be made by CMI for editing/proofreading services on a per-project basis.
- ii. Proofreading projects could include:
 - a) Reading current copy to ensure proper use of CMI terminology preferences. A lexicon of preferred terms will be provided.
 - b) Comparing current copy to previous copy to ensure consistency of wording.
- iii. Proofreading projects can be stand-alone or as an added step following a translation request.

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

1.3 Out of Scope

This request for translation service(s) may not include translation of the CMI’s financial documents or documents where a conflict of interest could exist.

1.4 Call-up Form

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

1.5 Translation Schedule

CMI 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 (4) business days. On average, CMI requires 12 documents to be translated per week. CMI also requires “rush” translation services of documents 1000 words or less within two (2) business days.

1.6 Translation Budget

CMI budgets \$75,000 - \$100,000 per year for translation. A call-up shall not exceed \$100,000. If a translation requirement is over \$100,000, translation will be sourced competitively as per CMI’s Procurement Policy.

1.7 Contract Duration

- 1.7.1 The successful proponent shall enter into a contract with CMI where the period for the contract starts April 2019 and ends March 31, 2021 with the option to renew for two additional years. Should CMI and the Contractor renew the contract, they may negotiate the fees of the agreement to reflect any changes for year three and/or four.
- 1.7.2 The Contractor must have the capacity to meet the translation requirements of CMI. Refer to Section 1.5 for expected schedule. If for any reason the Contractor cannot fulfill the requirements of this agreement, CMI reserves the right to seek quotations from a different supplier.

2. Contract Terms and Conditions

2.1 Definitions

In this document:

- 2.1.1 The words “CMI” or “Museum” means The Canadian Museum of Immigration at Pier 21
- 2.1.2 The words “Closing Date and Time” means the date and time set out on the cover page for the submission of Proposal(s) after which time no further proposals can be accepted.
- 2.1.3 The word “Agreement” or “Contract” means the agreement to be entered into between the successful proponent and CMI for the services requested.
- 2.1.4 The word “Contractor” means the successful Proponent whose proposal is selected by CMI and enters into a Contract with CMI for the request herein.
- 2.1.5 The word “Proponent” means the vendor(s) who submit proposals for the request in this document.
- 2.1.6 The words “local time” mean the local time at the Museum’s address (Atlantic Time Zone).
- 2.1.7 The words “Proposal(s)”, “Bids” and “Submission(s)” are to be considered as having the same meaning herein and refer to the submission by the Proponent to the request herein.
- 2.1.8 The words “RFP” means Request for Proposals.
- 2.1.9 The words “working language” refer to the working, everyday language internal to CMI. For the purposes of this document and subsequent contract, the working language is English.

2.2 Contract Term

The duration of this agreement is from April 2019 to March 31, 2021 with the option to renew for two additional years. Should CMI and the Contractor renew the contract, they may negotiate the fees of the agreement to reflect any changes for years three and/or four.

2.3 Legislative Requirements

- 2.3.1 The Contract shall be construed, interpreted and governed by the applicable laws in force in the Province of Nova Scotia and the laws of Canada applicable therein and the Courts of the Province of Nova Scotia shall have exclusive jurisdiction with respect to all matters relating to this contract.
- 2.3.2 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.
- 2.3.3 The working language of the Museum is English.

2.4 Confidentiality

- 2.4.1 The Contractor agrees to maintain security standards consistent with security policies of CMI. These may include strict control of data and maintaining confidentiality of information gained while carrying out their duties.
- 2.4.2 Information pertaining to the CMI obtained by the Contractor as result of participation in the work is confidential and must not be disclosed without a written consent from the CMI.

2.5 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 CMI, 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 CMI or those for whom it is in law responsible.

2.6 Insurance

Prior to the implementation of the Contract, the Contractor shall provide proof of relevant insurance policies upon the request of CMI. These insurance policies will be at a level appropriate to carry out the services herein within the following categories:

General Liability Insurance
Professional Liability Insurance

2.7 Supplier Information Form

Payment for the Services shall commence upon the Contractor signing of the Supplier Information Form (Appendix B) and a mutually agreed upon payment schedule.

2.8 Access to Information

The Contractor acknowledges and understands that CMI 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 the contract. The Contractor must clearly indicate "Confidential" on items considered to be company confidential or proprietary information.

2.9 Contact and Notices

- 2.9.1 The Communications Specialist is the representative of the CMI 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.
- 2.9.2 Any notices required or permitted to be given by the Contractor or CMI shall be deemed to have been properly and effectively given if delivered personally, sent by facsimile, sent by e-mail or sent by registered prepaid mail to the party whom the notice is to be given.

2.10 Changes, Alterations, Amendments

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

2.11 Termination

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.

2.12 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 with CMI that in the opinion of CMI is unsolicited promotional communication relating to the contract, without prior written consent of CMI.

2.13 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 party.

2.14 Gender

In the Contract, unless the context otherwise requires, words importing gender include all genders.

2.15 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, labour 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.

3. RFP Submission Information

3.1 Key Dates

RFP Release Date	January 3, 2019
Bidder's Conference: by teleconference	January 30, 2019 at 2:00 p.m. Atlantic time (AST)
Deadline for Questions	January 31, 2019
Financial Closing Date	February 12, 2019 at 2:00 p.m. Atlantic Time (AST)
Translation Technical Evaluation Submitted to Proponents	February 21, 2019 at approximately 9:00 a.m. Atlantic Time (AST)
Technical Submission Closing Date	February 21, 2019 at 2:00 p.m. Atlantic Time (AST) according to CMI's internal server time
Interviews: By teleconference or videoconference	February 28, 2019
Estimated Notification Date	March 14, 2019

3.2 Form of Submission

The Proponent must submit a proposal 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 Financial Proposal Submission.

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

Ashley MacPherson, Procurement and Administration Manager
Canadian Museum of Immigration at Pier 21
1099 Marginal Rd, Second Floor
Halifax, NS B3H 4P7

- 3.3.2 Financial Proposals must be submitted and received by **February 12, 2019 at 2 p.m. Atlantic Time (AST)**. Emails or faxes of proposals shall not be accepted. 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 **January 31, 2019**. 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 **January 30, 2019 at 2:00 p.m. Atlantic Time (AST)** 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

- 3.5.1 After the closing date and time, amendments to a 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 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. CMI is not liable to pay such costs and expenses or to reimburse or to compensate the Proponent under any circumstance. CMI 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 CMI 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 CMI to the identified lead member shall act as a notice to all parties;
- d) That CMI 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 CMI 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. CMI reserves the right to reject all proposals, in whole or in part, at the sole discretion of CMI.

4. Evaluation and Award

4.1 Evaluation Criteria and Process

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

4.1.2 Criteria and Scoring

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 - Stage 1	Points
Price per word regular translation (within four business days)	/10
Price per word rush translation (within two business days)	/10
Subtotal	/20
Evaluation Criteria- Stage 2	
Translation Technical Evaluation – to be provided to the top ten (10) proponents from Stage 1 on February 21, 2019 at approximately 9:00 a.m. Atlantic Time (AST) by email. Responses shall be submitted to CMI by email on February 21, 2019 by 2:00 p.m. Atlantic Time (AST) according to CMI’s internal server time. Proposals received after 2:00 p.m. Atlantic Time (AST) according to CMI’s internal server time shall not be accepted.	/20
Preliminary Score	/40
Evaluation – Stage 3	
Interviews – February 28, 2019 A minimal score of 80% is required to move to the Interview. Interviews will be conducted with the top three proponents from Stage 2. In the event of a four-way (or more) tie, the top three proponents with the lowest rush translation shall be interviewed.	/15
Total Possible Points	/55

4.1.3 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 the top ten Proponents from Stage 1 with a translation of approximately 200 words by email on February 21, 2019. All ten Proponents will receive the same translation. Proponents must send their translated document back to CMI by February 21, 2019 at 2:00 p.m. Atlantic Time (AST) according to CMI’s internal server time. Proponents must ensure that proposals are received by 2:00 p.m. AST. Proposals received after 2 p.m. AST according to CMI’s internal server time will not be accepted. Please allow up to 15 minutes for your email to clear the CMI server.

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. Proponents must earn a minimal of 80% to move forward to an interview.
6. The top three highest preliminary scores will be invited for an interview. Interviews will be conducted by phone or Skype on February 28, 2019. The Proponent with the highest score after the interview will be asked for references.
7. If there is a tie between two or more top scoring proponents for total points, CMI 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 and Board approval. If references of a Proponent are not satisfactory, CMI reserves the right to contact references of the next highest Proponent and recommend for award.

4.2 CMI's Rights

CMI 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; CMI 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. CMI 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 CMI without payment or liability for payment.

4.3 Notification, Award and Debriefing

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

4.3.2 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 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 and Person Whom the Technical Evaluation will be sent to:	
Telephone:	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 tender total. Failure to identify addenda issued by CMI may result in the disqualification of your proposal.

Number	Date Issued

5.3 Stage 1: 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	

Editing Services	Price per document
1000 words or less	
1000 words or more	

5.4 Stage 2: Technical Evaluation Translation

The top ten (10) Proponents from Stage 1 will be asked to submit a translation. Proponents will be emailed by CMI with a translation request of 200 words.

In order to ensure the request is sent to the appropriate person, please print or type the contact information for whom CMI should send the translation sample to. CMI will contact this person and copy a second person from your company for the Technical Evaluation. You must provide one translated document to CMI by email by 2:00 p.m. Atlantic Time (AST) according to CMI's internal server time on February 21, 2019.

Technical Translation Submission Contact Name	Contact Email

Appendix A: Call-up Form

<p>Standing Offer Agreement Call-Up</p> <p>Requested by:</p>	<p>Translation (select):</p> <ul style="list-style-type: none"><input type="checkbox"/> English to French<input type="checkbox"/> French to English
<p>To:</p> <p style="padding-left: 40px;">Name of Offeror Email of Offeror</p> <p>Fee/Rate (select):</p> <ul style="list-style-type: none"><input type="checkbox"/> Regular, XX words @ \$/word<input type="checkbox"/> Rush, XX words @ \$/word <p>Total _____</p>	<p>Translation Category (select):</p> <ul style="list-style-type: none"><input type="checkbox"/> Corporate reports<input type="checkbox"/> Academic papers and research papers<input type="checkbox"/> Marketing/Ad Copy<input type="checkbox"/> Public Communications and social media<input type="checkbox"/> Public history, exhibit texts, and first person stories<input type="checkbox"/> Proofread
<p>Comments:</p>	
<p>Text to Translate:</p>	
<p>CMI Signatory:</p>	<p>Contractor Signatory:</p>

Appendix B: Supplier Information Form