



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

Request for Proposals
2022/23 Digital Media Buy Services

Date of Solicitation: January 18, 2022
Closing: February 25, 2022

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. SCOPE OF WORK

1.1. BACKGROUND

The Canadian Museum of Immigration at Pier 21 (hereinafter “CMI”) is seeking proposals from agencies with experience providing strategic digital media planning and digital media buying services and who have experience working with tourism clients.

Who We Are

The Canadian Museum of Immigration at Pier 21 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 sixth 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

CMI is seeking proposals from agencies to perform strategic digital media planning and buying services. Additionally, there is a possibility that creative services could be required in the form of building templates for ads.

Our campaign’s main objective is to attain both paid (on-site) and website (virtual) visitation corporate goals through increasing awareness of the Museum’s offerings and digital projects over the fiscal year. Museum offerings include a new special exhibition which is being presented March to October 2022 titled *The World of Yousuf Karsh: A Private Essence*, which is an exhibition that features the works of Canadian photographer, Yousuf Karsh, one of the greatest portraitist of the 20th century. Digital offerings include our monthly newsletter, the launch of Season 3 of our podcasts *Countless Journeys* (English) and *D’innombrables Voyages* (French), and *Contributions*, our first online museum experience (Contributions.pier21.ca).

Our on-site foot traffic campaigns run seasonally, focusing on the summer/fall time-period, and target local tourism audiences. Our digital projects and offerings meanwhile are promoted year-round in the form of an always-on campaign in key markets such as the Maritimes and the GTA, Montreal, and Ottawa regions. Audiences differ slightly based on offering, and campaigns reflect population breakdowns. As a crown corporation, CMI is obligated under the *Official Languages Act* to run campaigns in both English and French. Please note the working language of CMI is English.

Measures of success for this campaign will be 5% increase of website traffic and onsite visitation from the previous year.

1.3. OUT OF SCOPE

- CMI may look to the Contractor to provide creative services in the form of templated digital display ads to support digital offerings. Bilingual creative for new *Yousuf Karsh* Exhibition as well as video will be available. The Contractor shall support CMI with copy writing for AdWords campaigns.
- CMI will manage and provide all translation services for all copy used.
- Print, Out of Home and Broadcast media placements are excluded from this contract.

1.4. PROJECT BUDGET

The annual budget for the media buy and fees is a maximum of \$150,000 CAD (exclusive of HST and inclusive of all fees and commissions).

2. CONTRACT TERMS AND CONDITIONS

2.1. DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Harmonized Sales Tax (HST), and any other tax, by law, payable by CMI;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract;

"CMI" and "Museum" means the Canadian Museum of Immigration at Pier 21, a federal crown corporation;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person(s), entity or entities named in the Contract to supply goods, services or both to CMI;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Government Property" means anything supplied to the Contractor by or on behalf of CMI for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by CMI under the Contract;

"Party" means CMI, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Project" and "Services" means the services and work as described by the *Request for Proposals 2022/23 Digital Media Buy*;

"Proponent" and "Agency" means the person(s), entity or entities submitting a proposal;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered, or performed by the Contractor under the Contract.

2.2. CONTRACT TERM

The Contract shall start March 2022 and end March 2023. CMI may extend the term of the contract for one additional year pending satisfactory review of the deliverables from year 1.

2.3. TERMS OF PAYMENT

- The Contractor shall submit a completed T1204 form.
- 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.
- 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.
- Unless otherwise stated in this Agreement, all references to currency shall be deemed to be in Canadian dollars.
- Invoices for Services shall be billed on a monthly basis. Invoices must include:
 - A date;
 - Name and address of Contractor;
 - The services included on the invoice; and
 - HST charged at 15%. HST must be specified on all invoices as a separate item.

2.4. LEGISLATIVE REQUIREMENTS

- 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.
- 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.

2.5. 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.

2.6. REPRESENTATIONS AND WARRANTIES

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

2.7. NOTICES

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 to whom the notice is to be given.

2.8. CHANGES, ALTERATIONS AND AMENDMENTS

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

2.9. EXCUSABLE DELAY

A delay in the performance by the Contractor of any obligation under the Agreement that is 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; and
- occurred without the fault or neglect of the Contractor,

will be considered 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.

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.

2.10. 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.

2.11. INDEMNITY

The Contractor covenants to indemnify and save harmless CMI, 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 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.

2.12. 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.

2.13. 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.

2.14. 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.

2.15. GENDER

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

2.16. 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.

2.17. 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.

2.18. GENERAL PROVISIONS**▪ Values**

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. CMI encourages the Contractor to engage in this conversation.

▪ Harassment

The Contractor 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 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.

- **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.

- **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.

- **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 INSTRUCTIONS

3.1. KEY DATES

Date	Item
January 18, 2022	RFP Issued
February 14, 2022	Proponent Conference Call
February 25, 2022	RFP Closes
Week of February 28, 2022	Interviews
Week of March 14, 2022	Kick-off Meeting

3.2. FORM OF SUBMISSION

- The Proponent must submit Section 5 (Proposal Submittal Documentation).
- 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

- Proposals shall be delivered electronically to:

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

- The proposals must be submitted and received at this address by **February 25, 2022 at 4 p.m. AST** according to CMI's internal servers. Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

3.4. BIDDER'S CONFERENCE AND ENQUIRIES

- Enquires During the Solicitation Process:
 All enquiries regarding the proposal solicitation shall be submitted in writing or by email. Answers to questions will be provided on ongoing basis and will be issued as addenda. Direct enquiries to:

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

To ensure consistency and quality of information provided to Proponents, the Procurement and Administration Manager 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.

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.

- Bidder's Conference:
 A Bidder's Conference will be held on **February 14, 2022 at 1:00 p.m. Atlantic Time (AST)** by videoconference. 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 videoconference 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 procurement@pier21.ca
- 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 the Proponent's 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 THE 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 Proponents under any circumstance.
- 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

- 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.
- 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.
- 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.

- 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

- 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.
- Based on the best overall value to CMI, proposals will be assessed using the criteria specified herein.
- There shall be no public opening of the proposals received in response to this RFP.

4.2. EVALUATION CRITERIA AND PROCESS

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

Review 1	
Criteria	Points
Demonstrated understanding of requirements of CMI	20
Demonstrated experience and understanding of requirements for bilingual and national reach	20
Team identified for this project	10
Schedule	15
Proposed breakdown of budget	20
Plan for ongoing client updates/communications, monitoring, reporting and post analysis.	15
Total Points	/100

Review 2	
Criteria	Points
Interviews	20
Reference Call for Top Proponent(s)	10
Total Points	/30
Final Score = Review 1 Total Points + Review 2 Total Points	/130

4.3. 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.
- The Evaluation Committee will:
 - 4.3..1.** Evaluate the proposals independently and as a team to determine scores. 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. 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 of Review 2.
- 4.3..3. The top two Proponents shall be invited to an interview by teleconference or videoconference. Where there is a three-way tie, the top three Proponents shall be invited for interviews.
- 4.3..4. References for the top Proponent(s) will be contacted.
- 4.3..5. 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/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

- 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.
- 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. 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.

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 (Type or Print)	
Lead Signature:	
Name and title of Project Contact (Type or Print)	
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 proposal. Failure to identify addenda issued by CMI may result in the disqualification of your proposal.

Number	Date Issued

5.3. DEMONSTRATED UNDERSTANDING OF CMI AND PROJECT GOALS

Provide 1-2 pages of your demonstrated understanding of the project goals for CMI. Demonstrate your insights and thinking for project success.

5.4. MARKETPLACE EXPERIENCE

Provide up to three relevant clients or case studies of similar marketplace experience.

5.5. PROJECT TEAM

Provide the names and CVs or resumes (no more of 1 page each) of the project team who will be working with CMI.

5.6. SCHEDULE

CMI will evaluate Proponents planning, in-market reporting/evaluation and start-up time. Please submit a Schedule for CMI to review. You may submit your schedule on this form or on your own form. If a Proponent chooses to submit their own form, please identify this Section.

5.7. BUDGET

Provide a budget break down of how you would allocate this budget between media buys by creative, client communications/updates and monitoring/reporting and account management fees.

Item	Detail	Budget
Media Buys		
Client communications/updates, Monitoring / Reporting		
Account Management Fees		
TOTAL		\$150,000 CAD (MAX) exclusive of 15% HST

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

5.8. CLIENT COMMUNICATIONS/UPDATES, MONITORING, REPORTING AND EVALUATION

Provide your approach to client communications/updates, monitoring, reporting and evaluation for this project.

5.9. SUPPLIER STATEMENT

WE: _____ (Supplier Name)

- 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.
- AND WE HEREBY AFFIRM AND CERTIFY that we:
 - 5.9..1. Have examined to our satisfaction all conditions affecting the Scope of Work.
 - 5.9..2. Have carefully studied the RFP, including all addenda.
 - 5.9..3. Have not relied on any information or documents provided by or on behalf of the Museum other than the RFP.
 - 5.9..4. Have included the information that was required to be submitted, which information forms an integral part of the Submittal Documentation.
- AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:

The Proposal has been executed with full authority and is irrevocable, valid and open to 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.
