



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

Request for Proposals

2024/2027 Translation and Editing Services

Date of Solicitation: October 26, 2023

Closing: December 06, 2023 at 2 pm Atlantic Time (1 pm EST)

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. STATEMENT OF WORK

1.1 Project Summary

The Canadian Museum of Immigration at Pier 21 (hereinafter “CMI”) is seeking proposals for translation and editing services from English to French and French to English on an “as and when” required basis for a three-year term.

1.2 Background

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.

1.3 Service Required

1.3.1 CMI follows the [Official Languages Act](https://laws-lois.justice.gc.ca/eng/acts/o-3.01/) (https://laws-lois.justice.gc.ca/eng/acts/o-3.01/) 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, first person stories, and transcripts
- Editing/Proofreading

1.3.2 The Contractor shall provide translation services on “as and when” required basis for the translation of English to French and/or French to English.

1.3.3 A call-up will be made by CMI for translation services for English to French or French to English on a per-project basis. CMI shall use a call-up form to request the services from the Contractor. This form shall serve as a contract for translation and/or editing project work (see Appendix A).

1.3.4 A call-up shall include a “rush translation” or “regular translation” request for services.

- Rush Translation: translation required in two (2) business days.
- Regular Translation: translation required in four (4) business days.

1.3.5 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.

a) A call -up will be made by CMI for editing/proofreading services on a per-project basis.

1.3.6 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.
- 1.3.7 Proofreading projects can be stand-alone or as an added step following a translation request.
- 1.3.8 The Contractor shall provide services to create a stimulating experience incorporating best practices in:
 - a) Bilingualism: as a crown corporation, CMI is obligated under the *Official Languages Act* to run campaigns in both English and French. CMI will manage and provide all translation services for all copy used. Please note, the working language of CMI is English.
 - b) 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.
 - c) Accessibility: CMI pursues an accessible environment as defined in the [Accessible Canada Act](#)). 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.
- 1.3.9 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.

1.4 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.

1.5 Annual Budget

The annual budget for translation and editing services is approximately \$70,000 per year.

1.6 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.

2 CONTRACT TERM AND CONDITIONS

2.1 Standard Instructions, Clauses 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

- a) The Contract shall start in April, 2024 and end by March 31, 2027. Should CMI and the Contractor renew the contract, they may negotiate the fees of the agreement to reflect any changes for one additional one-year period up to three additional years.
- b) The Contractor must have the capacity to meet the translation requirements of CMI. If for any reason the Contractor cannot fulfill the requirements of this agreement, CMI reserves the right to seek quotations from a different supplier.

2.2.2 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 on a monthly basis. 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. 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	October 25, 2023
Proponent Question Period Closes	November 22, 2023
RFP Closes	December 6, 2023
Interviews	Week of January 8, 2024
Estimated Award Date	March 2024

3.2 Form of Submission

- 3.2.1 The Proponent must submit Section 5 (Proposal Submittal Documentation).
- 3.2.2 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
- 3.3.2 Proposals must be submitted and received by December 6, 2023 at 2 p.m. AST according to CMI’s internal server time. Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

3.4 Bidders Enquiries

- 3.4.1 All enquiries regarding the proposal solicitation period 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, VP Operations, 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 AWARDS

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
Stage 1	50
Project Team	15
Project Proposal	10
Price per word regular translation (within four business days)	15
Price per word rush translation (within two business days)	10
Stage 2	25
Translation Technical Evaluation – to be provided to the top ten (10) proponents from Stage 1 on December 11, 2023 at approximately 9:00 am AST by email. Responses shall be submitted to CMI by email by December 13, 2023 at 2:00 pm Atlantic Time according to CMI’s internal server time. Proposals received after 2:00 p.m. Atlantic Time according to CMI’s internal server time shall not be accepted.	25
Preliminary Score Proponents scoring over 80% in their Preliminary scores may be invited for videoconference interviews. Of Proponents who scored 80% or higher, CMI will invite the highest two scores to interview.	75
Interviews	25
References	P/F
Total Score	100

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 80 points. Proponents must achieve a minimum pass mark of 80% 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 within ten (10) days of notification that they have been unsuccessful. Requests can be submitted to procurement@pier21.ca or by calling 902-425-7770 extension 262.

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
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)
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 Project Team

Please provide details about your team as they relate to the requirements of the proposed contract.

5.4 Project Proposal

Please explain your editing and translation approach, style and process. Proponents shall respond to this section with no more than five pages.

5.5 Marketplace experience

Provide up to three relevant clients. References may be contacted for the top Proponent.

5.6 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.

5.6.1

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

5.6.2

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

5.7 Stage 2: Technical Evaluation

The top ten (10) Proponents from Stage 1 will be asked to submit a translation for a Technical Evaluation. CMI will email Proponents with a translation request of approximately 500 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 December 13, 2023.

Contact Name	Contact Email

5.8 Supplier Code of Conduct

By submitting a proposal in response to this solicitation, the Proponent certifies that:

- 5.8.1 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.
- 5.8.2 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.
- 5.8.3 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.
- 5.8.4 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.
- 5.8.5 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.
- 5.8.6 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.
- 5.8.7 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.
- 5.8.8 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.
- 5.8.9 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.
- 5.8.10 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.
- 5.8.11 AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:
- a) 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.

Appendix A: Call-Up Form

TRANSLATION SERVICES CALL-UP FORM

Call-Up Requested by:

Name:

Email:

Translation (select):

- English to French
- French to English

Translation Turnaround Time (select):

- Regular – Four business days
- RUSH – Within two business days

Text to Translate:

Translation Category (select):

- Corporate reports
- Academic papers and research papers
- Marketing/Ad Copy
- Public Communications and social media
- Public history, exhibit texts, and first-person stories
- Proofread

Additional Comments:

CMI Signatory:

Name:

Date:

Contractor Signatory:

Name:

Date: