



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

Request for Proposal  
For  
Marketing and Communications Strategy Development,  
Creative Services, and Media Placement Services and Purchase

Date of Solicitation: January 7, 2014

Closing: February 18, 2014, 2 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

## Table of Contents

1. Introduction .....	3
1.1 Background.....	3
1.2 The Project.....	4
1.3 Project Timeline.....	4
1.4 Project Budget .....	5
2. Detailed Scope of Work .....	6
2.1 Strategic Services.....	6
2.2 Creative and Production Services.....	7
2.3 Media Services.....	8
2.4 Reporting and Communication.....	9
3. Proposal Submission Instructions.....	10
3.1 RFP and Award Schedule .....	10
3.2 Form of Submission .....	10
3.3 Proposal Submission Instructions.....	10
3.4 Costs Related to Solicitation Process.....	12
3.5 Conflict of Interest.....	12
3.6 Access to Information.....	12
3.7 Joint Ventures.....	12
3.8 RFP/Offer .....	13
4. Proposal Submittal Documentation .....	14
4.1 Company Information.....	14
4.2 Addenda.....	15
4.3 Experience and Qualifications of the Agency .....	15
4.4 Experience and Qualifications of the Account Representatives.....	17
4.5 Service Capabilities .....	18
4.6 Approach and Budget .....	19
5. Evaluation and Award .....	20
5.1 Evaluation Criteria and Process .....	20
5.2 Museum’s Rights.....	21
5.3 Notification, Award and Debriefing .....	21
6. Description of Contract.....	22
6.1 Period of Contract.....	22
6.2 Extension of Contract .....	22
6.3 Confidentiality.....	22
6.4 Legislative Requirements.....	22
6.5 Indemnity.....	23
6.6 Insurance.....	23
6.7 Supplier Information Form .....	23

# 1. Introduction

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## 1.1 Background

The Canadian Museum of Immigration at Pier 21 (hereinafter the 'Museum') is seeking proposals from agencies with experience in Marketing and Communications Strategy Development, Creative Services, and Media Placement Services and Purchase (hereinafter the 'Project').

### *Who We Are*

The Canadian Museum of Immigration at Pier 21 collects, shares and pays tribute to the Canadian immigration story.

The Museum is situated on the Halifax waterfront at Pier 21, the National Historic Site that served as the gateway to Canada for one million immigrants between 1928 and 1971. Arriving by ocean liner, immigrants, refugees, war brides and evacuee children first set foot here before settling and building new lives in communities across the country. The gateway also served as the departure point for 500,000 Canadian military service personnel during the Second World War. Remarkably, one in five Canadians can trace some relationship to Pier 21!

Today, this former immigration shed is home to Atlantic Canada's only national museum.

The Museum's current main exhibition is dedicated to the Pier 21 years, inviting visitors to connect with the stories of immigrants who came to Canada through this historic gateway. Building on this history, and reaching beyond this period and location, the Museum aims to share the stories and experiences of all immigrants to Canada, past to present day. As a nation profoundly shaped by immigration, the Museum is working to reflect our nationwide story in all of its offerings.

Securing national museum status in 2011, the Canadian Museum of Immigration at Pier 21 is Canada's sixth national museum<sup>1</sup> and only the second located outside the National Capital Region.

### *Where We Are Going*

The next two years will mark a significant period of transformation as the Museum grows into its national mandate, sharing the stories of immigrants to Canada past to present day. We are undergoing a ground-breaking, multimillion dollar capital and thematic expansion in order to tell the complete Canadian immigration story and reach Canadians in every part of the country.

In June 2014, we will launch ourselves on the national stage with our first travelling exhibition, *Canada: Day 1*, dedicated to celebrating first experiences of immigrants and refugees from

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<sup>1</sup> Canada's five other national museums include: the Canada Science and Technology Museum and its affiliate museums, Canadian Museum for Human Rights (Winnipeg, Manitoba), Canadian Museum of Civilization and its affiliate museum, Canadian Museum of Nature, and the National Gallery of Canada and its affiliate museum.

Confederation to present day. This legacy project will also commemorate our country's birth as a nation.

In May 2015, we will unveil the new Museum in Halifax including a brand new exhibition showcasing the broader story of immigration to our country, and a newly renovated exhibition telling the Pier 21 story. The new permanent exhibits will reflect our national mandate, while continuing to highlight the importance of Pier 21 in our immigration history.

The grand reopening will be a defining moment for not only our Museum, but also for our city, our province and our country. It will bring attention to the importance of immigration to Canada and it will shine a spotlight on Halifax, Nova Scotia and our historic role as a welcoming point for newcomers and as a national icon for what immigration means to our country.

For many Canadians, the Canadian Museum of Immigration at Pier 21 represents the place that their immigration story began. For many others, we hope it will represent the place where their story is preserved and celebrated for generations to come. We aim to give Canadians the opportunity to explore a key part of our shared heritage through engaging and interactive experiences. We will invite them to help shape, define and make Canada's newest national museum their own.

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## 1.2 The Project

The Museum is seeking proposals for Marketing and Communications Strategy Development, Creative Services, and Media Placement Services and Purchase throughout a two (2) year fiscal cycle with particular emphasis on generating interest in the Museum's grand reopening in May 2015 and promoting the Museum as a 'must see' tourism destination for Nova Scotia's 2015 tourism season onward.

As well, the Museum hopes to leverage and celebrate its reopening year to build momentum leading up to another significant milestone for the Museum, Canada's 150<sup>th</sup> birthday celebrations in 2017.

Preference is for a 'bundled' agency service model for the strategy, creative and placement. A more detailed scope of work is provided in Section 2 of this RFP.

The Agency will work with the Museum's Marketing and Communications team and others as appropriate throughout all stages of the contract.

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## 1.3 Project Timeline

Marketing and Communications Strategy Development, Creative Services, and Media Placement Services and Purchase will be executed throughout a two (2) year fiscal cycle April 1, 2014 to March 31, 2016.

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## 1.4 Project Budget

At this time, the budget for the Project is between **\$170,000 and \$190,000 Canadian per year** and is **exclusive** of taxes. Should additional funds become available, the budget may increase after contract award. **This budget includes strategic planning, creative services, and media placement and purchase and all associated professional fees.**

## 2. Detailed Scope of Work

The Agency will work with the Museum to develop an overall strategic marketing and communications plan for the Museum at this pivotal time in its evolution as a new national museum with emphasis on its grand reopening in 2015.

The scope of work will include creative development for an advertising campaign to launch the new museum; an integrated marketing and communications plan, leveraging stakeholder and media partnerships where possible; and media planning, placement and purchasing of the advertising campaign (both traditional and digital marketing).

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### 2.1 Strategic Services

#### 2.1.1 Strategic Planning

The role and responsibilities of the Agency include:

- Developing an integrated marketing and communications strategy focusing on promoting the Museum as a ‘must see’ tourism destination. Detail the objectives, strategies and methods of execution to be undertaken, including measures to assess effectiveness to determine if objectives are met. Details could include, but may not be limited to: campaign objectives; situation analysis (SWOT); target audiences; key products; key messages; communications plan; creative concepts and briefs; recommendations for research and creative pre-testing, as required; budget; timing; rationale; deliverables; actions and next steps; evaluation process.
- Working with the designated resource responsible for media strategy and direction:
  - Provide advice and guidance on the use of new and emerging media and methods of execution, and consumer trends and technology developments that may impact strategies developed under the Contract.
  - Provide insight and recommendations on partnership, cross promotional and media sponsorship opportunities.
  - Prepare strategies using information provided in intake meetings and agency briefs, taking into consideration other marketing and communications activities coordinated outside the Contract.
  - Ensure strategies are actionable with validated support and ideas that are aligned.
  - Ensure strategies are approved by the Museum prior to implementation.

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## 2.2 Creative and Production Services

### 2.2.1 Creative Development

The role and responsibilities of the Agency include:

- Developing and producing advertising campaign creative in support of the Project based on the strategic plan, creative briefs and guidance from the Museum.
- Attending client briefings and meetings, and participating in conference calls, as required.

Notes:

- The Museum has Visual Identity Guidelines to be followed by the creative development team.
- The Museum has a Graphic Designer on staff. Once new creative templates and concepts have been developed, graphic design will be able to be accommodated by the Museum.

### 2.2.2 Copy Writing

The role and responsibilities of the Agency include:

- Providing copy direction and ensuring overall quality of copy elements from concepts to final materials, including all digital advertising creative materials and any other marketing materials in support of digital advertising activities.
- Creating new copy elements and ensuring that messaging is consistent and appropriate for the target audiences.

Note:

- The Museum is responsible for French translation of all creative materials. The Museum is also responsible to ensure that all creative materials and media placement follows the Government of Canada's *Official Languages Act*.

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## 2.3 Media Services

### 2.3.1 Media Strategy and Direction

The role and responsibilities of the Agency include:

- Developing media strategies in support of the Museum’s marketing strategy while optimizing cost efficiencies and effectiveness.
- Developing media strategies and tactical plans that are supported by media analyses and consumer insights.
- Working in collaboration with the designated resource responsible for strategic planning and direction:
  - Develop media insights to inform the strategies, using information from the creative and media briefs, consumer and market research, media industry and proprietary research tools.
  - Provide research and strategic plans for the execution of the Museum’s advertising campaign including rationale for the media purchase and strategy behind the Agency’s selections.
- Reviewing, analyzing and providing feedback on the campaign, as required, on reports received periodically on media buy performance during advertising activities and after they have ended (e.g. online reports, search engine optimization reports), to determine if activities are having the desired outcome, and providing updates and recommendations to the Museum, as required, to improve performance.

### 2.3.2 Media Planning and Coordinating

The role and responsibilities of the Agency include:

- Developing a media plan based on media strategies and tactical plans. Media plans could include, but may not be limited to:
  - Campaign timing;
  - Media selection and rationale, including but not limited to:
    - Recommended media placements and costs; media weights, reach frequency and ad formats; media properties and cost by property; total media budget; flight plan, flow chart of activity and media exposure.
- Coordinating timely delivery of all creative materials in the proper formats for trafficking, in accordance with production requirements.
- Providing ongoing media consultation. Reviewing and evaluating media opportunities and options as they are presented or arise.
- Providing quarterly review and analysis of the performance of selected media.
- Presenting final media plan and schedule, including scheduling and rotation of ad creative, detailed media budgets, deadline dates, positioning, relative discounts, blocking charts, material instructions and ad production specifications.

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## 2.4 Reporting and Communication

The Agency will be required to report to and communicate with the Museum as follows for all work performed under the Contract:

- Provide contract reports, as required, including, but not limited to: discussion points, decisions and next steps, as applicable.
- Provide budget reports, as required, including, but not limited to: costs incurred and projected final costs against approved estimates and overall budget, as applicable.
- Provide performance monitoring reports for digital campaigns, as required, including, but not limited to: impact summary, insights and recommendations, as applicable.
- Provide post-mortem reports for all campaigns executed, as required, including but not limited to: summary from planning to completion, including results against planned objectives, lessons learned and recommendations, as applicable.

The Agency is also responsible for facilitating and maintaining regular communication with the Museum and immediately notifying the Museum of any issues or concerns related to any work performed under the Contract, as they arise.

## 3. Proposal Submission Instructions

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### 3.1 RFP and Award Schedule

RFP Release Date	January 7, 2014
Deadline for Questions	February 4, 2014 by 2 p.m. (AST)
<b>Closing Date</b>	<b>February 18, 2014 by 2 p.m. (AST)</b>
Estimated Award Notification Date	March 24, 2014

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### 3.2 Form of Submission

The Proponent must submit a Proposal with all the mandatory information requested in this section of the RFP. The proposal must follow the order listed below (names and numbers of each section). Clearly follow page number and word count instructions. Any deviation from this format may result in disqualification of the proposal. Provide a Table of Contents and Cover Letter signed by a legal member of the Lead Agency.

If a consortium or team submits a proposal a clear “lead” must be identified that will be legally responsible for the contract. The Museum 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 project shall be considered for award.

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### 3.3 Proposal Submission Instructions

#### 3.3.1 Location, Date and Time for Proposal Submission.

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

Ashley MacPherson, Office Manager  
2<sup>nd</sup> Floor, 1099 Marginal Road  
Halifax, Nova Scotia B3H 4P7

The proposals must be submitted and received at this address by **February 18, 2014 by 2 p.m. AST**. Faxes and/or emails of proposals **will not be accepted**. Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

Please ensure the following:

- ✓ Your proposal is complete at proposal solicitation closing date and time.
- ✓ Your proposal is clearly marked with the RFP title and the Agency's name, telephone number and address is written on the outside of the envelope.
- ✓ You have provided one (1) original signed document.
- ✓ You have provided four (4) copies.

### 3.3.2 Enquires During the Solicitation Process

All enquiries regarding the proposal solicitation shall be submitted in writing or by email by **February 4, 2014 by 2 p.m. AST**. 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, Office Manager  
Email: amacpherson@pier21.ca

To ensure consistency and quality of information provided to Proponents, the Office 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 Office Manager. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent's proposal.

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. 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 proposal from a Proponent.

### 3.3.3 Proponent 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 Office 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.

Should a Proponent's proposal be disqualified for the reasons identified in this RFP, it will be returned to the Proponent after the award of the contract, and no further consideration will be given to it.

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### 3.4 Costs Related to Solicitation Process

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

The Museum 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.

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### 3.5 Conflict of Interest

Proponents must fully disclose, in writing to the Office 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.

It will be a condition of the final contract that no former public office holder who is not in compliance with the post-employment provision of the Conflict of Interest and Post Employment Code of the Public Office Holders shall derive a direct benefit from this Contract.

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### 3.6 Access to Information

The individuals, or companies, participating in this RFP acknowledge and understand that the Museum is subject to the *Privacy Act* and *Access to Information Act*, and it may, as a result of specific request made under the Act, be required to release this complete document or any other documents it has received related to this RFP. Participants in this process should clearly indicate "Confidential" on items within their submission considered to be company confidential or proprietary information.

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### 3.7 Joint Ventures

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

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the

profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

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

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

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

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

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### 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. The Museum 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 the Museum.

## 4. Proposal Submittal Documentation

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### 4.1 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:	Facsimile:
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:

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## 4.2 Addenda

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

Number	Date Issued

In the following sections:  
(5) – 5 points available  
(10) – 10 points available  
(15) – 15 points available

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## 4.3 Experience and Qualifications of the Agency

Overall points available – 70

Minimum number of points needed to pass this criteria section is – 49

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section.

- a) Provide a brief history of the company, length of time in business, current number of staff, location(s) of office(s). (5)
- b) If your office is located outside of the Halifax Regional Municipality, how will you ensure service is not affect by distance? (5)
- c) Demonstrate your experience in developing integrated and effective advertising campaigns. (10)
- d) Demonstrate your experience in developing and executing public relations activities to reinforce traditional marketing campaigns. (10)
- e) Demonstrate your experience in developing compelling and effective campaign creative. (10)
- f) Demonstrate your experience in developing and executing effective media placement services. (10)

g) Include references for three (3) contracts for strategic planning, creative development and media placement services. Please include the following information (15):

- Client name and address
- Contact name, email and telephone number
- Brief project description
- Contract value
- Duration of contract

h) Please list your Agency's clients in the museum/heritage, tourism and federal government sectors. Full points will be awarded for five (5) or more relevant examples between each sector. Please check whether those listed are past or current clients. (5)

	Past	Present	Client Name
Museum/Heritage Sector	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	

	Past	Present	Client Name
Tourism Sector	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	

	Past	Present	Client Name
Federal Government Sector	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	

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## 4.4 Experience and Qualifications of the Account Representatives

Overall points available – 40

Minimum number of points needed to pass this criteria section is – 28

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Responses for each question should be 500 words or less.

- a) Provide a description of the roles and relevant experience of the proposed Project Team. Explain how their experience will benefit the Museum’s campaigns. Individual bios, if included, should be 500 words or less each. (10)
- b) Demonstrate how members of the assigned team have experience in managing bilingual (English/French) campaigns? (5)
- c) Describe how the marketing and communications strategy development, creative services, and media planning and buying teams will be integrated to ensure the highest quality services for the Museum? (10)
- d) Will a senior employee with experience in media strategy and buying from the agency be assigned to oversee the assigned team? Please describe their role. (5)
- e) Does the Agency have relevant experience in tourism/heritage destination advertising campaigns? Please describe. (10)

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## 4.5 Service Capabilities

Overall points available – 60

Minimum number of points needed to pass this criteria section – 42

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Responses for each question should be 500 words or less.

- a) Please describe your approach in developing an integrated marketing strategy for a client using multiple media platforms. (5)
- b) How would the Agency bring additional value to the media buy for the Museum to leverage the return on investment? (10)
- c) Please provide the steps taken to ensure that a campaign respects the budgets assigned, and the client is kept up-to-date on billing and schedules. (5)
- d) Please describe your approach to developing and producing creative for both official languages. (5)
- e) Please demonstrate how the Agency plans to ensure the delivery of the campaign in-market in both official languages. (5)
- f) Please provide your ideas on how to best reach new audiences particularly focusing on visitors to the province. (10)
- g) Please provide your ideas on how best to capitalize on milestones leading up to the Museum's grand reopening as well as during its opening year? (10)
- h) Please describe how the Agency will best leverage industry partnerships to support overall campaign objectives? (10)

## 4.6 Approach and Budget

Overall points available – 30

Minimum number of points needed to pass this criteria section is – 21

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Responses should be 500 words or less.

- a) Does the agency have an established approach to support the Museum’s requirements? Is there evidence that it has been used previously and successfully on other contracts? (10)
- b) What are the proposed procedures/mechanisms to provide quality control at all times? Please describe. (5)
- c) How will you measure and evaluate media placement strategies? How will these findings influence the campaign throughout? (5)
- d) Complete the proposed cost breakdown form below. Please describe your rationale for the cost breakdown. (10).

<b>Year One (April 2014 to March 2015)</b>	<b>Cost Breakdown</b>
Professional Fees: Strategic Planning Creative Services Account Management Other (Please specify)	
Media Purchase	
<b>Total Costs</b>	<b>\$170,000 to \$190,000</b>

<b>Year Two (April 2015 to March 2016)*</b>	<b>Cost Breakdown</b>
Professional Fees: Strategic Planning Creative Services Account Management Other (Please specify)	
Media Purchase	
<b>Total Costs</b>	<b>\$170,000 to \$190,000</b>

\* Museum reopening May 2015

## 5. Evaluation and Award

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.

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

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

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

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### 5.1 Evaluation Criteria and Process

#### 5.1.1 Criteria and Scoring

Proposals will be evaluated and scored in accordance with the following criteria. It is imperative that these criteria be addressed in sufficient depth in the Proposal.

<b>Criteria</b>	<b>Points</b>
Experience and Qualifications of the Agency	<b>70</b>
Experience and Qualifications of the Account Representatives	<b>40</b>
Service Capabilities	<b>60</b>
Approach and Budget	<b>30</b>
<b>Total Points</b>	<b>200</b>

#### 5.1.2 Process

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

The Evaluation Committee will:

- Review all proposals independently. All scores will be combined and averaged for a final score.
- Meet to review the scores and discuss each proponent's proposal.
- Contact any or all references supplied by the Proponent.

- May request clarifications from the Proponent. Proponents will have two (2) business days to provide any necessary information requested. Failure to meet this deadline will result in a non-compliant proposal.

The Evaluation Committee may choose to conduct interviews with Proponents in consideration for award. Interviews will be scored out of an additional 50 points if required. Any Proponent asked to attend an interview will be required to attend an interview within five (5) business days. Proponents unable to attend an interview would be deemed non-compliant.

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## 5.2 Museum's Rights

The Museum reserves the right to:

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

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## 5.3 Notification, Award and Debriefing

Once the successful Proponent and the Museum have executed a Contract, the Museum will communicate the name of the successful Proponent to all Proponents who have submitted a proposal.

The Museum will provide a debriefing of a Proponent's proposal, if requested in writing, within ten (10) days of notification that they have been unsuccessful. Requests **must** be submitted to the Office Manager.

## 6. Description of Contract

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### 6.1 Period of Contract

The initial contract will consist of a two (2) year contract commencing April 1, 2014 and terminating March 31, 2016.

If for any reason the successful Contractor cannot fill the requirements of the contract, the Museum reserves the right ask the next qualified Proponent to take over the contract or reissue an RFP.

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### 6.2 Extension of Contract

The Contractor hereby grants the Museum an option to extend the period of the contract, for the same services detailed herein, in accordance with the terms and conditions contained herein. The contract may be extended by a period of one (1) year, from April 1, 2016 to March 31, 2017.

If the Museum intends to extend the contract, it will provide the Contractor written notice of its intention at least ninety (90) days prior to the start of the optional contract period. The Contractor must acknowledge, in writing, receipt of the notice and its acceptance or rejection of the contract extension no later than fifteen (15) working days after receipt of the notice.

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### 6.3 Confidentiality

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

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

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### 6.4 Legislative Requirements

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

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## 6.5 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 the Museum, its directors, officers, employees and agents may become subject to as a result of the breach of any covenant, agreement, term or condition of this Agreement or as a result of or in connection with the use and occupation of the Premises, by the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible or arising out of or resulting from the negligence or wilful misconduct of the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible except where caused by the negligence or wilful misconduct of the Museum or those for whom it is in law responsible.

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

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## 6.6 Insurance

The Contractor shall at its own expense obtain and maintain until the termination of the contract and provide the Museum with evidence of:

- Professional Liability Insurance covering the work and services described in this contract for an amount not less than one million dollars (\$1,000,000) per occurrence.
- Comprehensive General Liability Insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000).

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## 6.7 Supplier Information Form

Payment for the Services shall commence upon the Agency's signing of the Supplier Information Form (T1204).

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