



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

## Request for Proposals Fabrication Services for *Refuge Canada* travelling exhibition

Date of Solicitation: September 5, 2018

Proponent's Conference: September 20, 2018

Closing: October 16, 2018 at 2 p.m. Atlantic Time

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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- Appendix B – Inventory of Pre-Fabricated Items, Props, and Audio Visual
- Appendix C – Graphic Print List
- Appendix D – UNHCR tent specifications
- Appendix E – Graphic Style Guide
- Appendix F – Sample Exhibition Assembly Manual

# 1. Scope of Work

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## 1.1 Executive Summary and Services Required

The Canadian Museum of Immigration at Pier 21 (hereafter referred to as “CMI”) is seeking proposals for fabrication, graphic printing, beta testing and delivery services of *Refuge Canada* travelling exhibition. *Refuge Canada* is a 1500 sq. ft. travelling exhibition that can be modified to fit spaces as small as 1,300 sq. ft. (Appendix A).

*Refuge Canada* travelling exhibition is an adaptation of a temporary exhibition developed in 2017. The temporary exhibition includes components for travel. The successful Proponent shall adjust and retrofit temporary components for the travelling exhibition in addition to fabricating new elements.

This is a Request for Proposal for the following services:

- 1.2 Travelling Wall System
- 1.3 Retrofit Fabricated Components
- 1.4 Retrofit Audio Visual Technology Housing
- 1.5 Fabricate Components
- 1.6 Print and Install Graphics
- 1.7 Fabricate Custom Artifact Cases
- 1.8 Fabricate Custom Crates
- 1.9 Produce Exhibition Assembly Manual
- 1.10 Beta Testing
- 1.10 Tool Chest and Spare Parts
- 1.11 Delivery to Host Site

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## 1.2 Travelling Wall System

The Contractor shall:

1.2.1 **Provide a turnkey /prefabricated travelling wall system** according to Floor Plans, Elevations and Fabrication Drawings as described in Appendix A. At present, the turnkey wall system designed fits Ocatnorm components. Proponents may propose an alternative turnkey wall system. Where an alternative turnkey system has been accepted in a proposal, the Contractor shall confirm all system components prior to ordering. The Contractor may be required to produce shop drawings to show the progress of the build of alternative turnkey wall. The turnkey travelling wall system must:

- a. Connect together using a mechanism (such as pegs) that achieves radius angles from 0-360 degrees;
  - b. Be slightly rounded on the edges to achieve radius angles;
  - c. Lightweight and able to be lifted by one person;
  - d. Laminated finish with non-reflective finish according to exhibit elevations;
  - e. Nailable and strong enough to hold 40 lbs. per nail; and
  - f. Balanced and leveled with a minimum ability to rise 3.75” off the ground.
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## 1.3 Retrofit Pre-Fabricated Components

The Contractor shall:

### 1.3.1 **Retrofit pre-fabricated components** (as described in Appendix A and B) to travel.

Measurements are subject to slight variation. Custom fitting/testing at the Contractor's location will be necessary. CMI shall ship pre-fabricated components to the Contractor.

- i. F4 – Fear Door (Section 2.2):
  - a. See Appendix B for details.
- ii. F6 – Escape by Air (Section 2.3.3):
  - a. See Appendix B for details.
- iii. F7 –Retrofit Gallery of the Lost image panels (Section 3.2.2):
  - a. See Appendix B for details.
- iv. F8 Retrofit Tent (Section 3.3.4):
  - a. See Appendix B for details and Appendix D for measurements.
- v. F9 - Chain Link Fence (Section 4.1.1):
  - a. See Appendix A for details.
- vi. F12 – Myths Circles (various sections):
  - a. See Appendix A for details;
  - b. Reprint 10 myth circles and adhere to existing wood/laminate substrate; and
  - c. Re-use attachment method onto wall module.
- vii. F5– Chilean Rug: Re-use existing display case as-is;
- viii. F10– Jean, Phuc, Herzberg, & K'naan:
  - a. Jean, K'Naan, and Herzberg: Re-use existing GEM-8W, add security bolt to attach through to the back of the wall, add security screws to trim; and
  - b. Phuc: Re-use existing custom case, add security bolt to attach through to the back of the wall, add security screws to trim.

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## 1.4 Retrofit Audio Visual Technology Housing

The Contractor shall:

### 1.4.1 **Retrofit Pre-Fabricated Components, Props, and Audio Visual Housing** (See Appendix B)

- i. V1 – “Could you be a refugee?” kiosk: Re-use hardware which will remain intact for transport;
  - ii. V2 – “Universal Living Room” television: Re-use hardware which will remain intact for transport;
  - iii. V3 - “Ruined Living Room” television: Re-use hardware which will remain intact for transport;
  - iv. V4 – “Fear Door” audio: Re-use existing motion sensor, speaker and media player;
  - v. V5 – “Escape by air” video monitor: Re-use hardware which will remain intact for transport;
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- vi. V6 – “Airplane Window” video monitor: Re-use hardware which will remain intact for transport;
- vii. V7 – “Land Video”: Transfer hardware and mount video monitor, button hardware, and media player to turnkey wall. TV must be removable for transport;
- viii. V8 – “Gallery of the Lost”: Re-use hardware which will remain intact for transport;
- ix. V9 – “Digital Timeline”: Re-use hardware which will remain intact for transport;
- x. V10 – “IRB” kiosk: Re-use hardware which will remain intact for transport;
- xi. V11 – “Adaptation Theatre”: Re-use hardware and mount video monitor, button hardware, and media player to wall. TV must be removable for transport;
- xii. V12 – “Support Networks”: Re-use hardware and mount video monitor, button hardware, and media player to wall. TV must be removable for transport;
- xiii. V13 – “Multi-media” Wall: transfer all hardware to new multi-media wall. Video screens and audio wands must be removable for transport while everything else stays securely in place;
- xiv. V14 – “Community Map Writing Table”: Re-use existing table, re-surfacing top with white laminate;
- xv. F1 – “Trunk”: Retrofit vintage prop trunk to provide housing for the for the base of artifact case A6; and
- xvi. F 11 – “Nansen Medal”: Retrofit existing reader rail panel, reducing width, resurfacing in vinyl, refinishing edges and construct new base.

1.4.2 In addition, all items must:

- i. Be able to power on/off using a timer unless otherwise stated;
- ii. Be accessible for troubleshooting;
- iii. Be secure in transport and resistant to theft during display period; and
- iv. Video monitors are easily removable during installation and de-installation.

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## 1.5 Fabricate Components

The Contractor shall:

- 1.5.1 **Fabricate components** as described in Appendix. Measurements are subject to slight variation. Custom fitting/testing at Fabricator’s location onsite will be necessary;
- i. F1 – Intro Wall (Section 1), to connect to T11;
    - a. Fabricate intro wall to specifications.
  - ii. F2 – Universal Living Room (Section 1.1.2);
    - a. Mount props to walls which can be removed for transport (See Appendix B for details of props).
  - iii. F3 – Ruined Living Room (Section 2.1.2);
    - a. Wall will be distressed (Weathering effect so depict, water damage and cracks, 2 to 4 bullet holes); and
    - b. Mount props to walls which can be removed for transport (See Appendix B for details of props).
  - iv. F11 – Multi-media Collage; and
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- a. Fabricate new multi-media spilt panel to fit select wall system. See Appendix A for details.
- v. F13 – Reader Rails;
  - a. Fabricate four (4) reader rails. See Appendix A for details.

1.5.2 In addition, fabricated components must:

- i. Be resistant to light exposure and fading;
- ii. Ensure visitor safety and accessibility;
- iii. Allow ample time for any paints to off-gas;
- iv. Stand-alone without needing to be affixed to an existing wall;
- v. Be lightweight and able to be lifted by two people max;
- vi. Self-contained;
- vii. Must follow packing guide in Appendix A
- viii. Made of sustainable materials that can last 28 installs and de-installs combined;
- ix. Use a common tool/key and/or bolt size for all components needing to be assembled and disassembled; and
- x. Use only Robertson screws, unless security screws or keys are required for public restrictions.

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## 1.6 Print and Install Graphics

The Contractor shall:

- 1.6.1 **Print graphics** (See Appendix C) and permanently install to all components (See Appendix A)  
All graphics must be durable, fade-resistant, non-peeling and scratch resistant.

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## 1.7 Fabricate Custom Artifact Cases

The Contractor shall:

- 1.7.1 **Fabricate custom pedestal or wall mounted artifact cases** according to Fabrication Drawings (See Appendix A):

- i. A1 – Star of David: minimum interior chamber of 17.5" w x 17.5" d x 13" h;
  - ii. A2 – Lifejacket: minimum interior chamber of 24" h x 21" w x 21" d ;
  - iii. A3 – Passport : minimum interior chamber of Interior Space: 6" w x 6" d
  - iv. A4 – Documents: minimum interior chamber of 6" w x 6" d;
  - v. A5 – Sweater: minimum interior chamber of 30" w x 30" d x 55" h;
  - vi. A6 – Desk Set & Trunk: minimum interior chamber of 19" w x 19" d x 13" h;
  - vii. A7– Suitcase: minimum interior chamber of 32" w x 12" d x 22" h;
  - viii. A8 – Booklets: minimum interior chamber of 30" w x 16";
  - ix. A9 – Boy Scout: minimum interior chamber of 18" w x 18" d x 48" h;
  - x. A10 – Doll: minimum interior chamber of 14" w x 14" d x 15" h; and
  - xi. A11 - Plaque: b minimum interior chamber of TBD as artifact is not onsite yet.
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- 1.7.2 In addition, fabricated cases must:
- i. Be the same in style, wall attachment, security feature, and interior;
  - ii. Include a hidden descant drawer/chamber;
  - iii. Be resistant to light exposure and fading;
  - iv. Ensure visitor safety and accessibility;
  - v. Have had ample time for any paints to off-gas; and
  - vi. Be completed on schedule.

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## 1.8 Fabricate Custom Crates

The Contractor shall:

- 1.8.1 **Fabricate custom crates** or skids for all components (see Appendix A). All crates and skids are must:
- i. Wood that is painted, waterproof, with a colour chosen by CMI;
  - ii. Not exceed 8' in length, 48" in width and 105" in height for any single component;
  - iii. Be on casters which are polyurethane, swivel, with that can support the weight of the unit/contents when stationary, support the weight when being tilted by a forklift, and be accessed for wheel changes;
  - iv. Protect exhibition items with interior lining materials that are scratch resistant, acid free, and clearly labeled;
  - v. Be able to receive a forklift if weight exceeds 100lbs;
  - vi. Be stackable for storage using ratchet straps;
  - vii. Include soft packing with custom sewn slip covers for skids with ethafoam tops to protect contents (must have CMI logo and crate number spray painted on);
  - viii. Be resistant to light exposure and fading;
  - ix. Allow ample time for any paints to off-gas;
    - i. Artifact crate must be built to specifications in Appendix A; and
    - ii. All audio visual equipment (video monitors, spare pieces, etc.) that are to be removed for travel must be crated in padded roadie cases;
- 1.8.2 Fabricate crates with stated crate contents and outline identification as outlined in Appendix A.
- 1.8.3 Fabricate crates with identification stencils on the exterior as outlined in Appendix A. For clarity of branding, crates cannot show promotional graphics about the Contractor.
- 1.8.4 Provide all equipment and accessories for transportation:
- i. Ratchet straps with corresponding load capacity must be provided and in new excellent condition (no holes, dirt, fraying or rust);
  - ii. Wooden spacers for hosts to use when stacking crates for storage, spray painted with CMI logo; and
  - iii. All packing materials (moving blankets, foam, stretch wrap, etc.).
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- 1.8.5 Provide a tool crate. The tool crate must:
- i. Be built to specifications in Appendix A; and
  - ii. Contain all items listed in 1.11 Tool Chest and Spare Parts.

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## 1.9 Produce Exhibition Assembly Manual

The Contractor shall:

- 1.9.2 Create a detailed **step-by-step manual** for installation and de-installation (See sample in Appendix F);
- i. Provide CMI with a Microsoft Word or Publisher raw version for on-going edits;
  - ii. Provide CMI with all images used in the manual, and all resources images taken;
  - iii. Photographs must be clear and colour; and
  - iv. Contents must flow according to step by step instructions. Example: Set up walls, set up features, install audio visual equipment, install artifact cases, etc.
- 1.9.3 Provide photographs of:
- i. Each crate exterior, interior when packed, and interior when empty;
  - ii. All pieces that need to be connected and disconnected; and
  - iii. All items that need to bolt or unbolt together.
- 1.9.4 Table of contents must contain:
- i. Crate List;
  - ii. Crates & Skids Packing;
  - iii. Wall connection & leveling techniques;
  - iv. Exhibit case installation;
  - v. Powering the exhibit;
  - vi. AV connections;
  - vii. Airline Theatre;
  - viii. Tent set up; and
  - ix. Prop Placement (Living Rooms, Airline Theatre, Tent, seating).

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## 1.10 Beta Testing

The Contractor shall beta test the exhibit and provide CMI with two detailed orientation site visits. The first site visit will include initial testing of major elements of the exhibition including full-size examples of graphics, a crate and a wall section. The second site visit will include final testing of all elements of the exhibition as well as for CMI to:

- i. Inspect the fully installed exhibition;
  - ii. Train CMI's Curatorial Projects Coordinator on the de-installation of a full set up exhibit;
  - iii. Provide CMI's Curatorial Projects Coordinator support in leading a full re-installation of exhibit. Support to include reply within one day to phone calls and emails requesting advice or remedies on components during the first installation of the exhibition at a museum site; and
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- iv. Make any changes needed to the physical exhibit or installation manual with comments from CMI.

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## 1.11 Tool Chest and Spare Parts

The Contractor shall provide a tool chest and supply of spare parts for common items that wear and tear. The final list will be approved by both CMI and the Contractor:

- i. 10 x Castors and hardware for wheel changes;
- ii. 5 x Ratchet straps;
- iii. 20 x Surface mounted twist latches;
- iv. 40 x A stock of each spare bolts and screws for all items, clearly sorted and labeled according to where it was used;
- v. 50 x stock of spare washers of various sizes used; and
- vi. Specialized tools for general exhibit assembly.

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## 1.12 Materials Transport

1.12.1 The Contractor shall deliver the completed artifact crate to CMI by April 1, 2019:

Canadian Museum of Immigration at Pier 21  
1099 Marginal Road, 2nd Floor  
Halifax, Nova Scotia B3H 4P7

1.12.2 CMI shall bear the cost of transportation from the Contractor's location to the first host site.

1.12.3 The Contractor shall load the Exhibition onto a carrier provided by CMI on May 24, 2019. The carrier will deliver the Exhibition to the first host site.

1.12.4 CMI shall bear the costs associated with insuring the value of the Exhibition for transport. The Contractor shall provide detailed insurance values to CMI at least one week before shipment.

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## 1.13 Out of Scope

1.13.1 CMI will provide:

- i. Measurements and specifications according to elevations (Appendix A);
- ii. Specifications for paint colours (Graphic Style Guide Appendix E) ;
- iii. All items listed in Appendix B and D; and
- iv. All graphic files needed for printing.

1.13.2 The Contractor shall not be responsible for:

- i. Artifact handling;
  - ii. Prefabricated components and shipment of same to Contractor's location (Appendix B and D);
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- iii. AV Hardware (Appendix B); and
- iv. Artifact mount making.

## 2. Contract Terms and Conditions

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### 2.1 Definitions

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial 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; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"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, 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;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"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;

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

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## 2.2 Status of the Contractor

The Contractor is an independent contractor engaged by CMI to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between CMI and the other Party or Parties. The Contractor must not represent itself as an agent or representative of CMI to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of CMI. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

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## 2.3 Conduct of the Work

2.3.1 The Contractor represents and warrants that:

- a) it is competent to perform the Work;
- b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2.3.2 The Contractor must:

- a) perform the Work diligently and efficiently;
- b) except for Government Property, supply everything necessary to perform the Work;
- c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d) select and employ a sufficient number of qualified people;
- e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
- f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract; and
- g) be a company in good standing with the Workers' Compensation Board of Nova Scotia or equivalent.

2.3.3 The Work must not be performed by any person who, in the opinion of CMI, is incompetent, unsuitable or has conducted himself/herself improperly.

2.3.4 The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

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## 2.4 Subcontracts

- 2.4.1 The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of CMI. CMI may require the Contractor to provide such particulars of the proposed subcontract as it considers necessary.
- 2.4.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon CMI to a subcontractor.
- 2.4.3 In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless CMI requires or agrees otherwise.

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## 2.5 Time of the essence

- 2.5.1 It is essential that the Work be performed within or at the time stated in the Contract.
- 2.5.2 The anticipated schedule is below:

<b>Activity</b>	<b>Dates</b>
Estimate Contract Award	November 1, 2018
Kick-off Meeting – by teleconference. CMI and Contractor to arrange dates for shipment of prefabricated components.	Week of November 5, 2018
Confirmation of turnkey wall system	December 2018
Beta Testing: First site visit by CMI staff to fabricator for initial inspection, and feedback on full-size examples of graphics, a crate and a wall section.	February 4 – 8, 2019
Transport and Delivery of artifact crate to CMI	April 1, 2019
Exhibition Assembly Manual first draft due	April 12, 2019
Assembly Manual first draft CMI comments due	April 24, 2019
Completed Exhibition: Second site visit by CMI staff to fabricator to inspect exhibit, final sign off on graphics, crates and walls, and train CMI staff on installation and de-installation	April 29 – May 3, 2019
Exhibition Assembly Manual edits: CMI to provide feedback on edits for manual after the second site visit and training	May 3, 2019
Exhibition Assembly Manual final sign off	May 17, 2019
Proponent loads the exhibition onto 53' truck, CMI arranges shipment to host site	May 24, 2019
Exhibition arrives at first host site, Peel Art Gallery, Museum and Archives	May 31, 2019

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## 2.6 Excusable Delay

2.6.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a) is beyond the reasonable control of the Contractor;
- b) could not reasonably have been foreseen;
- c) could not reasonably have been prevented by means reasonably available to the Contractor;  
and
- d) 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.

2.6.2 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.

2.6.3 However, if an Excusable Delay has continued for 30 days or more, CMI may, by giving notice in writing to the Contractor, terminate the Contract. 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.

2.6.4 Unless CMI has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

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## 2.7 Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by CMI. Inspection and acceptance of the Work by CMI do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

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## 2.8 Changes, Alterations and Amendments

The Parties shall not make changes to the Contract without prior written approval of the Parties. The party requesting a change will submit a Change Request to the other party for service requirements in writing. If the change request is reasonable and to the benefit of the Contract, the Contractor's signing authority and CMI's signing authority shall sign a Change Order. A Change Order is a written amendment to the Contract and binding to the Parties.

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## 2.9 Invoice Submission

- 2.9.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each deliverable or as otherwise agreed by the Parties; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2.9.2 Payment for the Services shall commence upon the Contractor signing of the Supplier Information Form and a mutually agreed upon payment schedule. Invoices must show:
- a) the date, the name and address of CMI, item or reference numbers, deliverable/description of the Work, and contract number;
  - b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c) deduction for holdback, if applicable;
  - d) the extension of the totals, if applicable; and
  - e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 2.9.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 2.9.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 2.9.5 CMI's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later.
- 2.9.6 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, CMI will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by CMI to notify the Contractor within 15 days will only result in the date specified in subsection 2.9.5 to apply for the sole purpose of calculating interest on overdue accounts.
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## 2.10 Transportation

- 2.10.1 Transportation costs are payable by CMI under the Contract and the Contractor shall make transportation arrangements and shipments using the most direct and economical means consistent with normal shipping practice for exhibitions. The costs must be shown as a separate item on the invoice.
- 2.10.2 CMI shall bear the cost of carrier liability and transportation of the shipment of the Exhibition to the first host site.

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## 2.11 Copyright

All products and services produced in relation to this Contract are the property of CMI.

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## 2.12 Legislative Requirements

- 2.12.1 The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to CMI at such times as CMI may reasonably request.
- 2.12.2 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals, insurance, and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to CMI.
- 2.12.3 The working language of CMI is English. In the event of any conflict between languages of the meaning or interpretation of a word, phrase or clause in this Agreement, the English language version shall prevail.

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## 2.13 Default by the Contract

- 2.13.1 If the Contractor is in default in carrying out any of its obligations under the Contract, CMI may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of CMI within that cure period.
- 2.13.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, CMI may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
-



2.13.3 If CMI gives notice under subsection 2.13.1 or 2.13.2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to CMI for all losses and damages suffered by CMI because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by CMI in procuring the Work from another source. The Contractor agrees to repay immediately to CMI the portion of any advance payment that is unliquidated at the date of the termination.

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## 2.14 Termination for Convenience

2.14.1 At any time before the completion of the Work, CMI may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2.14.2 If a termination notice is given pursuant to subsection 2.14.1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by CMI. The Contractor agrees that it will only be paid the following amounts:

- a) on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
- b) the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
- c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

2.14.3 CMI may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

2.14.3 The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by CMI under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to CMI the portion of any advance payment that is unliquidated at the date of the termination.

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## 2.15 Right to set-off

Without restricting any right of set-off given by law, CMI may set-off against any amount payable to the Contractor under the Contract, any amount payable to CMI by the Contractor under the Contract or under any other current contract. CMI may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to CMI by the Contractor which, by virtue of the right of set-off, may be retained by CMI.

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## 2.16 No bribe or conflict

- 2.16.1 The Contractor 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.
- 2.16.2 The Contractor 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 Contractor 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 Contractor must immediately declare it to CMI.
- 2.16.3 The Contractor 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 Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to CMI in writing.
- 2.16.4 If CMI is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to CMI's attention, CMI may require the Contractor 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.

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## 2.17 Harassment in the workplace

- 2.17.1 The Contractor acknowledges the responsibility of CMI to ensure, for its employees, a healthy work environment, free of harassment.
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2.17.2 The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, 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.

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## 2.18 Indemnity

The Contractor covenants to indemnify and save harmless the Museum, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, building damage, costs and expenses (including lawyer's fees and litigation expenses on a solicitor and client basis) whatsoever to which CMI, its directors, officers, employees and agents may become subject to as a result of the breach of any covenant, agreement, term or condition of this Agreement or as a result of or in connection with the use and occupation of the Premises, by the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible or arising out of or resulting from the negligence or wilful misconduct of the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible except where caused by the negligence or wilful misconduct of CMI or those for whom it is in law responsible.

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## 2.19 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.

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## 2.20 No Promotion of Relationship

Any publicity or publication related to the contract shall be at the sole discretion of CMI. Without limiting the foregoing, the Contractor shall not make use of its association with CMI, directly or indirectly communicate with the media in relation to the contract, the subject matter, or undertake any communication with CMI that in the opinion of CMI is unsolicited promotional communication relating to the contract, without prior written consent of CMI.

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## 2.21 Assignment

No right of interest in the Contract shall be assigned by either party without the written consent of the other and no delegation owed, or the performance of any obligation by either CMI or the Contractor shall be made without the written consent of the other party.

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## 2.22 Gender

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

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## 2.23 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 caused 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.

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## 2.24 Entire Agreement

The Contract and attached documents constitute the entire and only agreement between the Parties and supersede all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

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## 3. RFP Submission Information

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### 3.1 Key Dates

RFP Release Date	September 5, 2018
Proponent's Conference	September 20, 2018
<b>Closing Date</b>	<b>October 16, 2018</b>
Select Interviews By Teleconference	October 29, 2018
Project Kick-off Meeting Onsite or By Teleconference	Week of November 5, 2018

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### 3.2 Form of Submission

#### 3.2.1 Submittal Documentation Form

Proponents must submit a proposal with all of the mandatory information requested in this RFP. Proponents shall submit Section 5, RFP Submittal Documentation.

#### 3.2.2 Language

Proposal documents and supporting information may be submitted in either English or French. The working language of the Contract shall be English.

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### 3.3 Proposal Submission Instructions

#### 3.3.1 Location, Date and Time for Quote Submission

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

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

Proposals must be submitted and received by **October 16, 2018 at 2 p.m. Atlantic Daylight Time**. Faxes or emails of proposals will not be accepted. Timely receipt and correct direction of proposals shall be the sole responsibility of the Proponent.

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### 3.4 Proponent Conference Call and Enquiries

- 3.4.1 A non-mandatory Proponent Conference Call shall be held on September 20, 2018 at 2 p.m. Atlantic Daylight Time. For those interested in participating in the call, please contact the Procurement and Administration Manager at [procurement@pier21.ca](mailto:procurement@pier21.ca) for call-in details. Questions and answers for the call shall be posted to GETS as an addendum.
- 3.4.2 To ensure consistency and quality of information provided to all, the Procurement and Administration Manager will provide any information in respect to additional enquiries/questions received and the replies to such enquiries/questions without revealing the sources of enquiries as an addendum on GETS.
- 3.4.3 All questions must be submitted no later than September 21, 2018 at 2 p.m. Atlantic Daylight Time according to CMI's internal servers.

Direct enquiries to:

**Procurement and Administration Manager**  
**Reference: RFP Fabrication Services**  
**Email: [procurement@pier21.ca](mailto:procurement@pier21.ca)**

- 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 quote in response to this RFP. The Evaluation Committee is under no obligation to seek clarification of a Proponent's quote.

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### 3.5 Amendments, Withdrawal and Disqualification

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

In the event that a Proponent wishes to withdraw its Proposal, the Proponent shall immediately notify the Procurement and Administration Manager in writing or by email, before the RFP closing date. Should a quote be withdrawn, it will be returned to the Proponent after the closing date, and no further consideration will be given to it.

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### 3.6 Costs Related to Solicitation Process

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

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

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### 3.7 Conflict of Interest

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

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### 3.8 Access to Information

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

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### 3.9 CMI’s Rights

- 3.9.1 This RFP does not constitute an offer of any nature or kind whatsoever by CMI to any Proponent. CMI reserves the right to reject all proposals, in whole or in part, at the sole discretion of CMI.
- 3.9.2 CMI reserves the right to disqualify any Proponent in the event that its response to the RFP indicates that the manner in which the Proponent provides services may adversely affect CMI’s existing business relationships or if Public Services and Procurement Canada (PSPC) has determined the Proponent to be ineligible or suspended pursuant to the PSPC Integrity Regime.
- 3.9.3 Furthermore, CMI reserves the right to:
- i. 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;
  - ii. Cancel and/or reissue this RFP at any time; CMI will not assume liability for any response preparation costs whatsoever;
  - iii. Request clarification or supporting data for any point in a Proponent’s quote;
  - iv. Negotiate subject to the constraints of the mandatory requirements of this RFP;
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- v. 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 Proponent; and
- vi. 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. Evaluation and Award

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### 4.1 Evaluation Criteria and Process

- 4.1.1 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 (see Section 5). Technical criteria shall be weighted 85% and Price shall be weighted 15% for a combined score.

#### Part One

Criteria	Possible Points
Travelling Wall System	Pass or Fail*
Qualifications	15
Examples of Previous Work	30
Examples of Audio Visual Installations	5
Material Samples	15
Crating Methods and Systems	10
Overall Technical Score (Proponent score / 75 x 85%)	
Price (Lowest Price Provided / Proponent Price x 15%)	
<b>Total Combined Score</b>	

\*A Fail in any category will result in noncompliance with the RFP documents and a proposal will no longer be considered by the Evaluation Committee.

#### Part Two

Criteria	Possible Points
<b>Total Combined Score</b>	
<b>Proponent Interview Score</b>	<b>25</b>
<b>Reference Score</b>	<b>10</b>
<b>Final Total Score</b>	

- 4.1.2 In Part One, CMI Evaluation Committee will review all proposals independently and meet as a Committee to determine Total Combined scores for each proposal.
-



- 4.1.3 In Part Two, CMI will contact the three (3) Proponents with the highest total combined scores for Proponent Interviews. Interviews will be conducted by telephone or videoconference. Each Proponent will be asked the same preliminary questions. The interview will also include the opportunity for the Committee to ask specific questions with respect to an individual Proponent's project experience, time management, and items related to their submission.
- 4.1.4 CMI will contact references of the three (3) Proponents with the highest total combined scores. References will be contacted by phone or by email. CMI will make reasonable efforts to receive feedback from references. Proponents must ensure that references are available for feedback during the week of October 22 and 29, 2018. If after reasonable attempts have been made by CMI, CMI cannot reach a reference for feedback, the reference will be deemed "Nonresponsive" and a score of 0 will be assigned to that reference.
- 4.1.5 Reference scores, Interview scores and Total Combined Scores will be added together for a Final Total score. The Proponent with the highest Final Total Score shall be recommended for award of the contract.
- 4.1.6 Neither the responsive bid obtaining the highest preliminary score nor the one with the lowest evaluated price will necessarily be accepted.
- 4.1.7 In the event of a tie, the Evaluation Committee will re-evaluate the Technical Criteria of both proposals. If a tie remains, the Proponent with the lowest price shall be recommended for contract award.

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## 4.2 Notification, Award and Debriefing

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.

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## 4.3 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 the Museum.

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## 5. RFP Submittal Documentation

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### 5.1 Company Information

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

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

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### 5.2 Addenda

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

Number	Date Issued

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### 5.3 Travelling Wall System

**This section is Pass or Fail. Proponents must certify that the prefabricated turnkey wall system in their proposal meets the requirements of CMI (see Appendix A). Proponents who do not certify that the proposed wall system meets the requirements in Appendix A will be deemed noncompliant and no further consideration will be given to their proposal.**

#### **SIGN**

The Proponent certifies to provide the temporary wall system as per specifications in Appendix A.

\_\_\_\_\_  
Signature

#### **OR**

Where a Proponent is providing an alternative turn-key temporary wall system, the Proponent shall provide all relevant specifications and product sheets to CMI including wall panel types, weight, fastener system, and connections. The Proponent shall include proposed drawing of wall system in 1500 sq. ft. space.

#### **AND**

The Proponent certifies that the proposed wall system will meet specifications in Appendix A.

\_\_\_\_\_  
Signature

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### 5.4 Qualifications

**This section is worth a total of 15 points.**

Proponent must demonstrate the firm's skills and resources pertaining to the requirements of the request herein, as well as their ability to meet the conditions of the Services.

Please describe your firm's professional personnel experience (10 pts.) including the project leader, head fabricator, audio-visual technician and any subcontractors you plan to utilize for the Services. Include years of experience, major projects, degrees and certification.
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## 5.5 Examples of Previous Work

**This section is worth a total of 30 points.**

Please provide three (3) examples of similarly sized exhibitions created by your firm which show that your firm can meet the requirements of *Refuge Canada*. **One example must be a travelling exhibition and one must be a temporary exhibition.** The third example is one of your choice.

Each example must include:

- i. exhibition floor plans;
- ii. elevations;
- iii. exhibition text or graphics prepared for printing; and
- iv. clear photos of the final product.

Please provide a reference for each example. The top three (3) Proponent's references will be contacted. Include the name of institution and contact information for each reference.

Example 1 – Travelling Exhibition (10 points)	
Exhibition Name:	
Duration of exhibition in length of tour and number of sites:	
Contact Name:	
Contact Email Address:	Contact Phone Number:
Example 2 – Temporary Exhibition (10 points)	
Exhibition Name:	
Duration of exhibition in length of tour and number of sites:	
Contact Name:	
Contact Email Address:	Contact Phone Number:

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Example 3 – Choice Exhibition (10 points)	
Exhibition Name:	
Select: Temporary Travelling	
Duration of exhibition in length of tour and number of sites:	
Contact Name:	
Contact Email Address:	Contact Phone Number:

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## 5.6 Examples of Audio Visual Installations

This section is worth a total of 5 points.

Provide a detailed example of an audio visual installation from a project that you installed which is relevant to the AV components described in Appendix A and B and contains the following:

- i. Television;
- ii. HD Media Player;
- iii. Audio wand; and
- iv. Dual push button to change media tracks (i.e. from English to French).

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## 5.7 Material Samples

**This section is worth a total of 15 points.**

Please provide samples of finished material that will be used to construct the Exhibition. All sample materials will remain the property of CMI once delivered, and will not be returned.

5.7.1 Provide Plywood Samples: I - Provide three 6" x 6" square plywood samples with rounded edges:

- i. Raw material sample for panels using 5/8" thick Baltic birch plywood;
  - ii. Finished material sample for panels using 5/8" thick Baltic birch plywood, edges finished in dark grey, back to be faced with phenolic resin infused paper, heat pressed, front to be surfaced with graphic vinyl printed in Pantone Black 5 C; and
  - iii. Finished Sample of crating material with rounded edges, 3/4" fir plywood, one side painted in grey.
-

- 5.7.2 Provide Printed Graphics Samples - Provide a print at 100% of print of page 1 in Appendix E:
- i. Item #1 38" X 24 Direct print to vinyl;
  - ii. Item #2 14" x 19" Direct print to ¼" or ½" white Sintra; and
  - iii. Item #3 14' x 19" Direct print to wrinkle-free woven fabric.
- 5.7.3 Provide a 6" x 6" sintra panel of pantone 269 printed onto vinyl and wrapped around with seamless edges.

## 5.8 Crating Methods and Systems

**This section is worth a total of 15 points.**

Please provide printed specifications that define and illustrate the proposed components for:

- i. Castors with recommended weight load;
- ii. Surface mounted twist latch; and
- iii. Roadie cases.

## 5.9 Cost Breakdown

**This section is worth 15%**

Please provide the price for all work related to tasks and deliverables outlined in the Scope of Work including all administrative and project management costs. Please complete this form:

Description	Price
Turn-Key Travelling Wall System: all components	
Fabrication & Retrofit: all components	
Graphic Printing	
Installation & Training	
Transportation to Host Site 1	
Project Management	
Administration	
Other (please explain)	
<b>Total (exclusive of 15% taxes)</b>	

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## 5.10 Supplier Statement

WE: \_\_\_\_\_ (Supplier Name)

- 5.8.1 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.
- 5.8.2 AND WE HEREBY AFFIRM AND CERTIFY that we:
- i. Have examined to our satisfaction all conditions affecting the Scope of Work.
  - ii. Have carefully studied the RFP, including all addenda.
  - iii. Have not relied on any information or documents provided by or on behalf of the Museum other than the RFP.
  - iv. Have included the information that was required to be submitted, which information forms an integral part of the Submittal Documentation.
- 5.8.3 AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:
- i. The Quote 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 Quote or the issue of a notice or acceptance of another Quote.
  - ii. This Quote is made by the undersigned without any connection, knowledge, and comparison of figures or arrangements with any other person who might submit a Quote for the same Work and is in all respects fair and without collusion or fraud.
  - iii. Proposed Sub-Supplier (if any) have been given the opportunity to study the RFP.

**END OF DOCUMENT**

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