



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

Request for Proposal

For

Architectural and Engineering Design Services

Date of Solicitation: July 26, 2013

**Mandatory Site Visit: August 23, 2013 at 9:00 a.m. ADT**

**Closing: September 5, 2013 at 4:00 p.m. ADT**

The Canadian Museum of Immigration at Pier 21 is committed to purchasing goods and services to ensure 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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## Section A: Scope of Services

### A.1 General Information

The Canadian Museum of Immigration at Pier 21 (hereinafter the “Museum”) is seeking proposals from firms or individuals with experience in museum design (hereinafter the “Project”). The Project requires the following:

- Architectural and Engineering
  - Demolition of the former, and development of a new Kenneth C. Rowe Heritage Hall (hereinafter “Heritage Hall”) in the adjacent Upper Shed 22 North.
  - Development of a new Chrysler Canada Welcome Pavilion (herein after “Welcome Pavilion”) outside of the new Heritage Hall.
  - Base building design and finishes in the two new permanent exhibition spaces.
  - Redevelopment of the Andrea and James Bronfman In-Transit Theatre (hereinafter “Theatre”) that is on the north end of the current Rudolph P. Bratty Exhibition Hall (hereinafter “Pier 21 Story”).
- Interior Design
  - Interior design of the new Heritage Hall, Welcome Pavilion, and Theatre.
  - Interior design of the new permanent exhibition spaces. There will be minimal effort in this area of scope because the space will be defined by the Exhibition Design and Production Consultant.
- Exhibitions Environmental and Lighting Control Design in consultation with the museum consultant
- Window and window sills/finishes
- Limited exterior (water side and land side) curtain wall finishes.
- Design Leadership

The Museum is located at Halifax’s Pier 21 National Historic Site on the Halifax Waterfront, and the space is leased by the Halifax Port Authority (hereinafter “HPA”). Pier 21 acted as an active arrival and processing gateway for new Canadians from 1928 to 1971. A National Historic Site since 1996 and a museum since 1999, Pier 21 has focused on the stories specific to this particular site and period from its 1999 opening until the present. National museum status was secured in 2011 and as a result Museum is undergoing a transitional period. Museum’s mandate has expanded greatly beyond the Pier 21 site specific focus, in time and in geography, to encompass all immigration to Canada from early contact to the present.

In order to engage Canadians in conversations relating to their own experiences and to encourage contributions of content the Museum is creating new engaging permanent exhibit spaces as well as meeting spaces to meet its mandate.

## A.2 Scope of Work

### A.2.1 In Scope

The following outlines development in the Museum that will be the responsibility of the Architect's Team:

#### A.2.1.1 Architectural and Engineering

- a. Demolition of the former, and development of a new Heritage Hall in the adjacent Upper Shed 22.
- b. Development of a new Welcome Pavilion outside of the new Heritage Hall.
- c. Base building design and finishes in the two new permanent exhibition spaces.
- d. Redevelopment of the Theatre that is on the north end of the current Pier 21 museum space.

#### A.2.1.2 Interior Design

- a. Interior design of the new Heritage Hall, Welcome Pavilion, and Theatre.
- b. Interior design of the new permanent exhibition spaces. There will be minimal effort in this area of scope because the space will primarily be defined by the Exhibition Design and Production Consultant.

#### A.2.1.3 Exhibitions Environmental and Lighting Control Design.

#### A.2.1.4 Water side installation of window assembly between G.L. 30 and 31.

#### A.2.1.5 Land side installation of two windows between G.L. 34 and 35.

#### A.2.1.6 Window sills/finishes along the Heritage Hall corridor G.L. 30-36 (minimal, because it will be already finished with drywall and drywall sills).

#### A.2.1.7 The firewall that separates Shed 22 North (new Heritage Hall space) and Shed 22 South (HPA space) will be replaced by Museum and billed to HPA.; It can be timed to occur after Museum portion of construction so access between Shed 22 North and South can remain open for access during construction.

#### A.2.1.8 Portions of the curtain wall that exist in the current Heritage Hall (waterside and land side).

#### A.2.1.9 Washrooms in the new Welcome Pavilion, Kitchen Servery and Green Room.

### A.2.2 Out of Scope

#### A.2.2.1 Museum Consultant and Exhibition Design and Production Consultant Scope of Work (see Appendix F)

#### A.2.2.2 Film development for the Theatre.

- A.2.2.3 The current Welcome Pavilion now sits between the current Pier 21 story space and Heritage Hall. The current Welcome Pavilion will remain as the space between the new Canadian Immigration Story and Pier 21 Story museum spaces and redevelopment of that space is outside of the scope of this project.
- A.2.2.4 Washrooms that support Museum spaces will remain as they exist now, off of the existing Welcome Pavilion.
- A.2.2.5 The curtain wall on the water side and land side in Shed 22 North is being replaced by HPA as part of the base building renovations, before the space is turned over to Museum. Portions of this wall will be part of the Scope of Work (see A.2.1.8)
- A.2.2.6 Supply of window assemblies for water side and land side installation outlined 'In Scope'

### A.3 Detailed Scope of Work

The reference drawings can be found in Appendix 'A' and are comprised of the current museum layout drawings and the concept for the Museum expansion. The Consultant's Scope of Services is not strictly limited to the details on the current concept design.

- A.3.1 For the duration of the Project, the Contractor will:
  - A.3.1.1 Act as Design Lead and coordinate design inputs of Museum Consultant and other design teams;
  - A.3.1.2 Manage their multi-disciplinary design team;
  - A.3.1.3 Provide Functional Planning, Schematic Design, Design Development, Contract Document Development, and Tender Document Development services;
  - A.3.1.4 Provide Contract Administration and Site Inspection services for all build contracts;
  - A.3.1.5 Maintain change management control documentation during the design and build;
  - A.3.1.6 Act as Payment Certifier for all build contracts;
  - A.3.1.7 Identify third party inspection and testing agents to be engaged by the Museum when necessary, and develop the scope of work for these services;
  - A.3.1.8 Maintain an internal Quality Management System, by which their design deliverables are approved and/or signed off by a designated authority and be subject to participating in a third party review of design deliverables if deemed necessary by the Museum;
  - A.3.1.9 Report monthly on design, schedule, and budget performance;
  - A.3.1.10 Reflect the best interests of the Museum its staff, volunteers, donors and stakeholders;

A.3.1.11 Reflect ethical standards consistent with those of Crown Corporations; and

A.3.1.12 Represent museum standards and best practices.

### A.3.2 Exhibitions Environmental and Lighting Control Design

The Contractor will:

A.3.2.1 Act as consultant during the creation of the climate controlled spaces with the engineers on the design and production firm's team. The Canadian Immigration Story exhibition space will have independent climate control from the rest of the building to ensure proper care of artifacts. The Pier 21 Story exhibition space will require climate control of each individual exhibit at display case level so that Museum space surrounding the exhibitions can be used as event space with varying climate.

A.3.2.2 Be responsible to provide the museum consultant's team with information on the limitations of the building systems and any constraints on the lighting grid. The Contractor will help guide the museum consultant's team in production and design.

### A.3.3 Theatre Redevelopment

The redevelopment of the Theatre is within the scope of work of the Contractor. The Contractor may refer to the museum consultant's team with regards to the interior space of the Theatre. The museum consultant's team will be required to recommend ways in which the Theatre can be utilized to incorporate the overall look of the museum spaces. The museum consultant's team will be required to consider the design of the new theatre and coordinate the dimensions, look, and feel, of the space with that of the museum exhibition spaces. The Theatre redevelopment will include alterations to the current stage, screen, and technical accommodation of same in the control room. There will be no major changes to the room envelope. The current chairs and sound equipment will be reused, and a new screen will be purchased and moved back to optimize view plains.

The Contractor will:

A.3.3.1 Redevelop the theatre space to accommodate a 3 ft. high stage of usable depth and screen for a single projector.

### A.3.4 Interior Design

The Interior Designer will be a member of the Contractor's team; however, it is required that the overall 'look and feel' of the whole museum expansion be driven by the design of the museum spaces.

The Contractor will:

- A.3.4.1 Use design elements (materials selection, color scheme, etcetera) that will be transferred from the Exhibit Design and Production firm to be procured by the Museum;
- A.3.4.2 Ensure a consistent 'look and feel' between the spaces in the museum consultant and exhibit designer's scope and those in the Contractor's scope.

#### A.3.5 Recognition and Maintenance of Historical Site

The shell of the existing museum building, Welcome Pavilion and Theatre are registered as a National Historic Site of Canada. The internal brickwork, internal windows, steel trusses and WW2 deck elements must be protected and preserved.

The Contractor will:

- A.3.5.1 Be responsible for ensuring that all protected elements are properly identified as part of the design development and highlighted on all drawings issued to the general contractor and other members of the project team.
- A.3.5.2 Consult with key Museum personnel with regards to the movement, storage and care of the WWII Deck doors and windows (if required).

#### A.3.6 Environmental Consideration in Design

The Project is to be developed to a LEED silver standard although the Museum will not be seeking a formal accreditation.

#### A.3.7 Marketing Materials

Heritage Hall is booked far in advance for events; hence, requires a marketing package detailing the look, feel, and specifications of the space.

The Contractor will:

- A.3.7.1 Develop a bilingual marketing package at the end of the Design Development stage of the new Heritage Hall and Welcome Pavilion.
- A.3.7.2 Produce marketing materials that satisfy the needs of Museum in booking Heritage Hall and the Welcome Pavilion that will include but are not limited to: renderings of the 'look and feel', specifications on the dimensions and AV capabilities of the space, and a narrative describing the space;
- A.3.7.3 Deliver the marketing materials package with the Design Development submission for Heritage Hall and the Welcome Pavilion; and

A.3.7.4 Update marketing materials as needed following the initial submission.

#### A.3.8 Design Leadership

The Contractor will carry a Design Leader as a member of their team.

The Design Leader will:

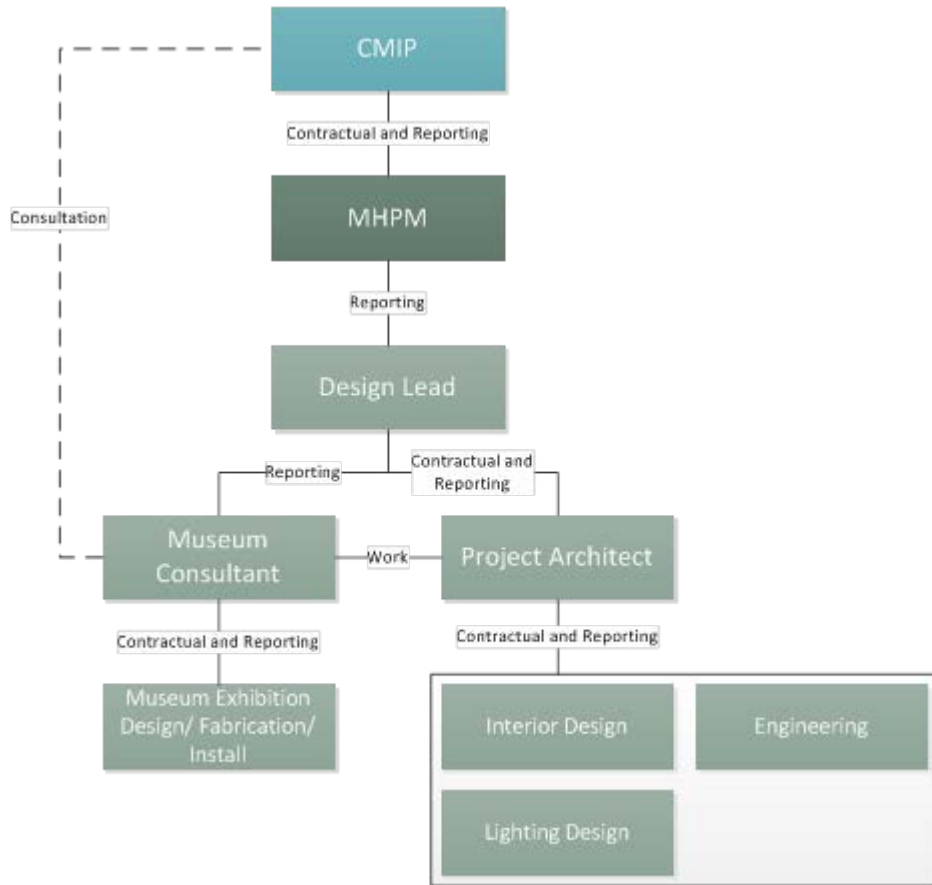
- A.3.8.1 Have 10+ years of experience in leading complex, multi-disciplinary, design teams, with particular experience in museum projects;
- A.3.8.2 Have experience leading 5+ museum design projects of similar scale and content as the CMIP expansion project;
- A.3.8.3 Have experience leading projects where a Museum Consultant and Exhibition Design and Production Consultant were engaged;
- A.3.8.4 Act as the managing party to coordinate efforts between the Consultant's team and the Museum Consultant's team; and
- A.3.8.5 Report directly to the Project Manager.

### A.4 Project Management Plan and Reporting Structure

#### A.4.1 Reporting

MHPM Project Managers Inc. is the project manager acting on Museum's behalf. All Project reporting will go through the Project Manager to the Museum. The Design Lead is a member of the Project Architect's team and will have expertise in both architectural design and museum design. The Design Lead will coordinate efforts between Museum Consultant's Team and the Project Architect's Team.





Source: MHPM Document 880110-0057(1)

The Contractor will:

- A.4.1.1 Hold a contract directly with the Museum;
- A.4.1.2 Report directly to the Project Manager;
- A.4.1.3 Hold membership to the Integrated Project Team and attend bi-weekly meetings and/or as needed;
- A.4.1.4 Consult with the Museum in regularly scheduled meetings to develop the design requirements;
- A.4.1.5 Provide submissions as outlined in the Work Breakdown and Schedule (Appendix B);
- A.4.1.6 Remain up-to-date on the content development efforts of the museum consultant's team and periodically attend meetings regarding these efforts; and

- A.4.1.7 Hold regularly scheduled design coordination meetings with their own team and the museum consultant's team; the Project Manager will attend these meetings on the Museum's behalf.

#### A.4.2 Work Breakdown and Schedule

Please see Appendix B for the detailed Work Breakdown and Schedule as it relates to the Contractor's scope of work, as extracted from the overall Master Project Schedule. The tasks in which the Contractor is involved can be identified in the 'Resources' column by the tags 'Arch' (Architect) and 'Int' (Interior Designer). As noted above, the Contractor will be responsible for contracting the interior design, engineering and lighting design directly; therefore, the Contractor will be ultimately responsible for all work packages within the interior design, lighting design and engineering's scope.

The Contractor will:

- A.4.2.1 Be responsible to provide and maintain a schedule that is equipped with a baseline consistent with the executed Agreement for Services. The Contractor's schedule performance will be measured monthly against the baseline in the monthly status reports.

### A.5 Budget and Cost Control

The DRAFT Budget Breakdown for the Theatre interior renovation, base building and finishes construction of museum spaces, and construction of Heritage Hall and the Welcome Pavilion is presented in Appendix C. The Budget is exclusive of applicable taxes, and does not include the Contractor's fees.

A.5.1 The Contractor will:

- A.5.1.1 Be expected to participate in all cost control activities at no extra charge to Museum as several check points and cost estimate opportunities have been built into the expansion project schedule as per Appendix C above; and
- A.5.1.2 Be required to revisit the scope and provide solutions to Museum for its consideration, if a cost estimate falls above the allocated budget. This value engineering activity will continue until the estimated cost of the design is within budget and the quality of that space is to the satisfaction of Museum. Value engineering will be executed by the Contractor at no extra charge to Museum.

### A.6 Risk Management

See Appendix D for the risks for the Contractor's attention as excerpted from the full project Risk Register.

A.6.1 The Contractor will be responsible to account for these risks in their work plan.

**END OF SECTION A**

## Section B: Contract Terms and Conditions

The Contract Documents shall consist of RAIC Canadian Standard Form of Contract for Architectural Services Document 6 including its Definitions and General Conditions as attached to this RFP; Schedule A to Document 6 as completed and attached to this RFP (Appendix 'E'); and the Supplementary Conditions set out below.

### Supplementary Conditions

The following Supplementary Conditions shall form a part of the agreement between Architect and the Museum and in the event of a conflict shall take precedence over the terms contained in the standard form of RAIC agreement.

The Architect agrees to enter into a RAIC Canadian Standard Form of Contract for Architectural Services, Document Six, 2006 edition incorporating the following amendments.

#### B.1 Terminology

- B.1.1 The **'Andrea and Charles Bronfman In-Transit Theatre'** and/or **'Theatre'** is located in the Pier 21 Story exhibition and the redesign of this space is in scope.
- B.1.2 The **'Architect'** includes the Architect's officers, directors, employees, and representatives.
- B.1.3 The **'Chrysler Canada Welcome Pavilion'** and/or **'Welcome Pavilion'** include the old and new spaces being designed and developed in this RFP. The Welcome Pavilion closest to the Pier 21 story is not in scope. The new Welcome Pavilion located in Upper Shed 22 is in scope.
- B.1.4 The **'Client'** is the person or entity identified as such in the Contract.
- B.1.5 If the term **'Contractor'** and/or **'Consultant'** is used in this Request for Proposal means an architect or firm of architects that submits a proposal. The Architect must be licensed to practice in Nova Scotia. If used in any documents relating to the Project including construction contracts, drawings or specifications, it shall mean the Architect and its Sub-consultants. The Consultant may be referred to as 'Architect'.
- B.1.6 The **'Contract Terms and Conditions'** upon which the Proponent will be prepared to undertake the implementation of the proposal will be measured against the mandatory contract terms and conditions set forth in this RFP.
- B.1.7 The term **'Contract Documents'** means those documents described herein.
- B.1.8 The **'Kenneth C. Rowe Heritage Hall'** and/or **'Heritage Hall'** include the old and new spaces being designed and developed in this RFP. The Heritage Hall closest to the Pier 21 story will be

reconstructed to accommodate the Canadian Immigration Story exhibition space. The new Heritage Hall located in the Upper Shed 22 space will utilize as much of the existing hall electronics, seating, and tables as possible in its new configuration.

- B.1.9 The terms **'Project'** and/or **'Work'** refers to the work generally described in Article 1 along with temporary, ancillary or other related work reasonably required for its completion.
- B.1.10 The **'Project Manager'** is the Client's representative and the primary point of contact for the Architect and Consultants. For the purpose of this contract the Client has contracted MHPM Project Managers Inc. to be the Project Manager.
- B.1.11 The term **'Proponent'** used in this Request for Proposal means an architect or a firm of architects that submits a proposal.
- B.1.12 This is a **'Request for Proposal'** and/or **'RFP'** for architectural and engineering design services. Museum will consider entering into Contract for the implementation of the most acceptable Proposal which will be determined having regard to the evaluation factors set out in this RFP. In addition, the Proposal will be measured against the Contract Terms and Conditions set forth in this RFP.
- B.1.13 The term **'RFP Closing'** used in this Request for Proposal means the date and time set out in the covering page of this Proposal after which no further Proposals could be submitted pursuant to MUSEUM's Request for Proposal for performance of the Work.
- B.1.14 The term **'Services'** means the services set out in Section A of this RFP.
- B.1.15 The terms **'Sub-consultants'** used in this Request for Proposal means a person or entity having a direct contract with the Architect to perform a part or parts of the Work, or to supply Products worked to a special design for the Work. Sub-consultants must be licensed to practice in Nova Scotia.

## B.2 Status of the Architect

This Architect is engaged under this Agreement as an independent consultant. Neither the Architect nor any of his/her personnel is engaged as an employee, servant or agent of the Museum. The Architect further agrees to be solely responsible for any and all payments and/or deductions required to be made respecting unemployment insurance, worker's compensation, income tax or such other payments or deductions.

## B.3 Powers of the Museum

The Museum is the agent of Her Majesty the Queen in the Right of Canada for all purposes of this Agreement. Nothing contained in or omitted from this Agreement shall restrict any right or power of Her Majesty the Queen or of the Museum existing under any Act of the Parliament of

Canada or otherwise. Every right or power of the Museum under this Agreement or otherwise shall be cumulative and non-exclusive. The Architect may not assign this Agreement or subcontract any portion of the Work without the prior written consent of the Museum, which consent may not be unreasonably withheld. No subcontract, if permitted by the Museum, shall relieve the Architect from any of his/her obligations under this Agreement or impose any liability upon the Museum. Any Consultant retained by the Architect must provide Services in accordance with the Terms and Conditions inherent in this Agreement

#### B.4 Representation by Architect

The Architect warrants that he/she is competent to provide the Services required under this or any other Museum Agreement in that the Architect has the necessary qualifications, including the knowledge, skill and ability to provide the Services effectively. The Architect warrants that he/she shall provide under this Agreement a quality of service at least equal to that which architects generally would expect of a competent architect in a like situation. The Architect warrants that he/she has complete authority to enter into this Agreement.

#### B.5 Construction Budget and Construction Costs

B.5.1 At GC3, delete paragraph .4, and replace with the following:

.4 If the lowest bona fide bid or lowest negotiated proposal exceeds the latest agreed Construction Budget, the Client may, at the Client's sole discretion:

1. give written approval of an increase in the Construction Budget, or
2. authorize rebidding or renegotiation of the proposal, or
3. co-operate with the Architect in revising the Project Scope or quality as necessary to reduce the Construction Cost, or
4. terminate this Agreement in accordance with GC8 if the Project is abandoned.

B.5.2 At GC3, delete paragraph .5, and replace with the following:

- .5 If the Client chooses to proceed under GC3.4.3, the Architect at no additional fee shall modify the construction documents or provide other services necessary to reduce the Construction Cost to within the latest agreed Construction Budget.

#### B.6 Payments to the Architect

At GC12, delete paragraphs .8 to .10 inclusive, and insert the following:

.8 Amounts invoiced for fees must not exceed the value of the services performed before the date of the invoice submission. The Client is not liable for payment for additional services without a written amendment to this Contract or prior written approval (i.e. a change order) has been granted by the Owner or its Agent. Extras which are in dispute are subject to article GC13.

.9 The cost of all reimbursable expenses such as long distance telephone charges, courier costs, postage and cellular communications are to be included in the Fee identified at Article A10, and shall not be reimbursed, except as noted herein.

.10 All reproductions (i.e.: plans, sketches, drawings, graphic representations, specifications and other documents, etc.) shall be included in the Fee, except for printing of plans and specifications for tendering, construction and contract purposes which shall be excluded from the Fee and shall be reimbursed separately at cost, without addition or mark-up.

.11 All travel costs such as airfare, car rental fees, fuel, accommodations, meals and tolls shall be excluded from the Fee and shall be reimbursed separately at cost, without addition or mark-up.

.12 The Architect shall supply a set of reproducible "For Construction" drawings and specifications which shall be reproduced by the Owner and Contractors, as required, at their own cost.

.13 Fees or levies for permits or approval submissions to authorities having jurisdiction shall be excluded from the Fee and shall be reimbursed separately without addition or mark-up.

.14 Any expense, other than those identified in GC12.9 above shall only be reimbursed if approved in advance by the Client in writing.

## B.7 Accounts

The Architect shall:

- B.7.1 Keep accounts and records of the cost of performing this Agreement and keep all documents relating to such costs and, unless he obtains the prior written consent of the Museum to otherwise dispose of such accounts, records and documents, preserve them for a period of six (6) years from the end of the calendar year in which this Agreement is terminated or completed; and
- B.7.2 on demand, produce to the Museum every account, record or document mentioned in that may be required of him/her and permit the Museum to examine, audit and take copies and extracts from such accounts, records or documents.

## B.8 Bribery and Conflict of Interest

The Architect represents and warrants that:

- B.8.1 No bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this Agreement by the Architect; and
- B.8.2 the Architect has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and
- B.8.3 the Architect has no pecuniary interest in the business of any third party that would affect its objectivity in providing the Services.
- B.8.4 GC 16 Conflicts of Interest include the following:  
The Architect and the Architect's employees:
- .1 shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question,
  - .2 shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests,
  - .3 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly with the performance of their duties relating to this Contract, that causes, or would appear to cause, a conflict or interest, and
  - .4 shall 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 their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Architect shall promptly declare it to the Client.

## B.9 Confidentiality

- B.9.1 The Architect acknowledges that the present Agreement and all information issued, used or disclosed to the Architect in connection with the Services or while providing the Services, including any personal information within the meaning of the Personal Information Protection and Electronic Documents Act ("PIPEDA"), excluding the Museum's information available to the public, are private and may be classified as to the degree of precaution necessary for their safeguarding. The Architect shall at all times take all measures necessary, including those set out in any instructions issued by the Museum, for the protection of the aforesaid confidential information against espionage, sabotage, fire, theft and other risks of loss or damage. The Architect further agrees that it will use such confidential information solely on behalf of the



Museum and for the Museum's purposes and not on its own behalf or for its own purposes and the Architect shall at all times comply strictly with this Agreement in such manner as to ensure that its acts or omissions do not result in the Museum being in violation of any applicable laws governing the collection, use, disclosure or storage of information about individuals, including PIPEDA.

- B.9.2 The Architect and the Architect's employees and consultants shall not use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of their duties related to this Contract, except as is necessary in the proper discharge of those duties. This obligation survives the Contract.
- B.9.3 All information provided by the Architect is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such Act allows any person a right of access to records in the Client's custody or control, subject to limited and specific exceptions.

## B.10 Notices

Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall, except as otherwise provided, be in writing and is effective if delivered in person, sent by registered mail, or by electronic means addressed to the party for whom it is intended at the address hereinafter set out and any notice, request, direction or other communication shall be deemed to have been received if delivered by person, on the day it was delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and if by electronic means, on transmission. The address of either party may be changed by notice in the manner set out in this provision.

To the Architect: As determined in the Agreement.  
To the Museum: Ashley MacPherson  
Office Manager  
Email: amacpherson@pier21.ca

## B.11 Severability

Delete GC 14 in its entirety and replace with: "If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall be stricken and not form part of any such Agreement. The invalidity of any provisions hereof shall not affect any remaining provisions."

## B.12 Administrators and Assigns

Delete GC10.1 in its entirety and replace with: "Subject to the terms hereof, this Agreement shall ensure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the parties hereto."

### B.13 Members of the House of Commons

No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

### B.14 Cooperation with Other Persons

Where in the opinion of the Museum, it is necessary that other persons or workers, with or without plant and materials, be sent onto the site of the Project, the Architect shall, to the satisfaction of the Museum shall cooperate with them in the carrying out of their duties and obligations.

### B.15 Official Languages

If, in the course of providing the Services, the Architect has to provide services or communications to the public in a location where sufficient demand exists for services in both official languages, English and French, the Architect must comply with the *Official Languages Act*. This will be deemed to be an additional service.

### B.16 Other Contractors and Consultants

The Museum reserves the right to let separate agreement to other contractors or consultants in connection with any on-going project, which may form a part of the Project or that of the Museum's own forces. When separate agreements are awarded for different parts of the Project, or part is performed by the Museum's own forces, the Museum shall:

- B.16.1 Provide for the co-ordination of the of his own forces and of each separate agreement or with the work in its agreement; and
- B.16.2 Ensure that insurance coverage is provided to the same requirements as is mentioned in insurance clause 27 of this document and any subsequent General Conditions which may change the existing clause to comply with the Work situation in the Architect's agreement.

It may be a requirement that the Architect may have to co-ordinate its services with that of other consultants hired by the Museum or other Museum personnel. The Architect's Services may need to connect with the subsequent work. Should there be a change in the scope of Work required for the planning and performance of this co-ordination and connection, the changes must be authorized by a Change Order.

The Architect shall report any deficiencies in the other contractors' or consultants work to the Museum Project Manager in writing and, where applicable, to the Consultant. Failure of the Architect to report any deficiencies shall invalidate any claims against the Museum by reason of

the deficiencies of other contractors' services or work except to those of which the Architect was not made reasonably aware.

The Museum agrees to take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of other contractors or consultants working on the same project.

## B.17 Canadian Labour and Materials

The Architect shall use best effort to use Canadian labour and material in the performance of the Work to the full extent to which they are available, and consistent with proper economy and the expeditious carrying out of the Services.

## B.18 Non-Performance - Waiver

The failure by the Museum to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise and enforcement thereof at any time or times thereafter unless such waiver is evidenced by writing.

## B.19 Obligations Joint and Several

If two or more Architects are liable under the terms of this Agreement to the Museum, their obligations shall be both joint and several.

## B.20 Amendments

No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

## B.21 Entire Agreement

Delete GC11 in its entirety and replace with: "This Agreement and all attached schedules constitute the entire Agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein."

## B.22 Further Documents

The Architect will, at his expense, promptly and duly execute and deliver to the Museum such further documents and assurances, and take such further action as the Museum may from time to time request, in order to more effectively carry out the intent and purpose of this Agreement

and to establish and protect the rights, interest and remedies intended to be created in favour of the Museum.

### B.23 Governing Law

Delete GC9 in its entirety and replace with: “Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of Nova Scotia.”

### B.24 Counterparts

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

### B.25 Execution of Document

A facsimile executed copy of the Agreement shall be binding on the parties provided that the parties agree to execute an original copy of the said Agreement within a reasonable time after production of the facsimiled copy.

### B.26 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

### B.27 Compliance with Applicable Laws (Fair Wages Act)

In performing its obligation under this Agreement, the Architect hereby undertakes to comply with all laws, regulations, ordinances and codes established from time to time by any federal, provincial, municipal or other governmental authority relating to the Project. Without limiting the generality of the foregoing, if applicable, the Architect covenants to comply with the provisions of the *Fair Wages and Hours of Labour Act* (“FWHLA”) and notably, shall ensure that all persons in the employ of the Architect or any Consultant retained by the Architect shall be paid fair wages as that term is defined in the FWHLA.

### B.28 Smoking

Smoking is strictly prohibited within the Museum’s buildings.

### B.29 Liability and Insurance

Delete GC7.2 through GC7.6 entirely and, replace with:

7.2 The Architect hereby agrees to indemnify and save harmless the Client, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims,

damages, actions, and causes of action, (collectively referred to as “Claims”) that the Client may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect or any Consultant(s) retained by the Architect and their collective servant(s), agent(s), or employee(s), excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Client, its other Consultant(s), assign(s) and authorized representative(s) or any other persons.

7.3 The Architect shall not be liable for relying on information or representations published by manufacturers which the Architect reasonably believes to be accurate provided that the product has been supplied and used on the Project for the use and in the manner intended by the manufacturer.

7.5 At the Client’s option, the Architect shall, at its own expense, promptly assume the defense of any claim, suitor other proceeding brought against the Client and their respective servant(s), agent(s), or employee(s) under this Contract.

7.6 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the Client in, or as a result of any proven legal liability of the Architect and their respective servant(s), agent(s) or employee(s), the Architect shall forthwith cause the same to be discharged. In the event that the Architect shall fail to remove the said encumbrance(s), then the Client shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the Architect, and the Client shall furthermore be entitled to any additional costs that it may thereby incur.

#### 7.7 General requirements:

7.7.1 All insurance policies which the Architect is required to obtain shall provide that the insurance shall not be cancelled without the insurer giving at least thirty days (30) prior written notice to the Client.

7.7.2 All insurance which the Architect is required to obtain shall be with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the Client.

7.7.3 The Architect may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Client.

7.8 The Architect shall provide and maintain continuously from the commencement of the Work the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Client:

7.8.1 Professional Errors and Omissions Liability Insurance protecting the Client, the Architect, his insurable Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the professional services rendered

by the Architect, Consultants retained by the Architect and their respective servant(s), agent(s) or employee(s) under this Agreement. The Architect carries professional errors and omissions liability insurance coverage in the amount of \$2,000,000, and the policy is available for inspection by the Client at all times, upon request

7.8.2 Automobile Liability insurance on all licensed vehicles owned by or leased to the Architect, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Architect, Consultants retained by the Architect and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the Client and shall in any event be not less than \$2,000,000 inclusive of any one accident.

7.8.3 The Architect shall ascertain that all Consultants retained by the Architect carry insurance in the form and limits specified in paragraphs 7.9.1 and 7.9.2 above, and shall provide evidence of the policies upon Client request.

7.8.4 All insurance described in paragraphs 7.9.1 and 7.9.2 must:

7.8.4.1.1 Be primary; and

7.8.4.1.2 Not require the sharing of any loss by any insurer of the Client.

7.8.5 If the Client is to insure against professional liability on a single Project basis for the Architect and all Consultants, the coverage referred to under paragraph 7.9.1 above is not required during the period that the single Project insurance is in force.

7.8.6 The Architect shall provide:

7.8.6.1 Evidence of insurance in the form of the Client's Certificate of Insurance of all required insurance; and

7.8.6.2 Certified copies of required policies upon written request.

## B.30 SUSPENSION AND TERMINATION

Delete GC8 in its entirety and replace with the following:

8.1 If the Client lacks the financial ability or authority to proceed, the Client may give seven days' written notice to the Architect that the Client elects to suspend or terminate the Architect's services.

8.2 If any invoice submitted by the Architect remains unpaid by the Client for sixty days or more from the date the invoice was submitted, then the Architect may give fourteen days' written notice to the Client that the Architect will stop rendering services.

8.3 If within seven days of delivery of the notice in item 8.2 above, the Client has not paid the Architect's invoice, or the Architect and the Client have not agreed in writing on terms for payment of the invoice, the Architect may stop rendering services on the Project, and in that event the Client shall not have any claim whatsoever against the Architect for any loss, cost, damage, or expense incurred or anticipated to be incurred by the Client as a result.

8.4 The rights of the Architect given by item 8.3 above are in addition to and not in substitution for any other rights the Architect may have under this Contract or otherwise for non-payment of the Architect's invoices by the Client.

8.5 In the event of a termination or suspension of services, the Architect shall not be liable for delay or damage as a result of the termination or suspension of services. Upon termination or suspension, the Architect shall submit an invoice for all services performed to the effective termination or suspension date, together with reimbursable expenses and applicable taxes then due.

8.6.1 Suspension expenses are limited to expenses directly attributable to suspension of the Project by the Client for which the Architect is not otherwise compensated, including costs directly attributable to suspending the Architect's contractual and employee commitments on account of the suspension, and for which the Architect can provide proof of payment if requested by the Client.

8.6.2 In the event of suspension of services, the Architect shall take immediate steps to mitigate any costs or expenses incurred by the Architect after the effective suspension date.

8.7 If the Project is suspended in whole or in part for more than three months or is abandoned, the Architect shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses and taxes then due and all termination expenses as set forth in the Termination Section below. The Architect's compensation shall be equitably adjusted to reflect increased costs incurred by the Architect as a result of such suspension. The Architect shall make all reasonable efforts to mitigate such costs.

8.8 If the Project results in construction, the Architect's services terminate one year after the earliest of:

- .1 the date of certification of Total Performance of the Work, or
- .2 the date of abandonment of the Project.

8.9 This Contract may be terminated by the Client upon not less than seven days' written notice should the Architect become bankrupt or insolvent, fails to its services to the Client's satisfaction and the failure is not corrected to the Client's satisfaction within seven days of receipt of the notice, or if the Architect abandons or ceases to provide Services on the Project.

8.10 This Contract may be terminated by the Client upon at least seven days' written notice to the Architect in the event that the Project is abandoned.

8.11 In the event of termination, the Architect shall be paid within 30 days of the date that an invoice is submitted for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due.

8.12 Termination expenses are expenses directly attributable to abandonment of the Project or termination of this Contract for which the Architect is not otherwise compensated. Termination expenses include anticipated loss of earnings. Termination expenses are payable by the Client only if this Contract is terminated through no fault of the Architect.

8.13 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to the termination date, together with reimbursable expenses and taxes then due and all termination expenses reasonably and necessarily incurred by the Architect.

8.14 In the event of termination by the Client due to the failure of the Architect to perform its services, the Client may recover costs additional to the remaining portion of the fee, if any, otherwise payable to the Architect as set forth in Item A-10 which are incurred by the Client in engaging another Architect

### B.31 DISPUTE RESOLUTION

Delete GC13 in its entirety and replace with the following:

13.1 In the event of a Dispute, the claimant shall immediately give written notice to the other party of such Dispute. The other party shall reply to such notice no later than 15 calendar days after receipt of it.

13.2 The parties shall make all reasonable efforts to resolve a Dispute by amicable negotiations and agree to provide, on a "without prejudice" basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

13.3 If the parties have been unable to resolve a Dispute, both parties may agree to the appointment of a mediator in accordance with the latest edition at date of execution of this Contract of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40, to assist the parties to reach Contract. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those Rules amended as follows:

.1 all references to "the Contract" are to be considered references to "the Contract for Architect Services";



.2 for references in CCDC 40 for Schedule; time; Extension of time period; and termination if no Contract; the time period shall be adjusted from 10 Working Days to 15 calendar days.

13.4 If the Dispute has not been resolved within 15 calendar days after a mediator was appointed under item 13.3 above, or within such further period agreed to by the parties, the mediator shall terminate the mediated negotiations by giving written notice.

13.5 All unresolved Disputes may, upon Contract of the Architect and Client in writing, be referred to and finally resolved by arbitration under the latest edition of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40 as amended as follows:

.1 all references to "the Contract" are to be considered references to "the Contract for Architect's Services"; and

.2 the applicable date referring to Substantial Performance of the Work does not apply.

13.6 Dispute resolution shall be conducted in Halifax Nova Scotia unless otherwise agreed.

13.7 If the Dispute is not resolved promptly, the Architect shall continue with the provision of services, it being understood that the Architect will not jeopardize their position by so doing. In recognition of this obligation by the Architect to continue with the provision of services, the settlement of the Dispute shall commence immediately.

13.8 If the Dispute involves the payment of fees, and the Architect is successful in any portion of the disputed fee the amount of the fees relating to the dispute being withheld by the Client shall be subject to the interest requirements of Clause A-15 of the Agreement Form.

13.9 If after fifteen (15) calendar days of receipt of notification by either party not to elect to enter into Mediation or Arbitration they may refer the unresolved Dispute to the courts or, to any other form of Dispute resolution that they mutually agree to use.

## B.32 Commencement

The submission of a Proposal constitutes the Proponent's agreement to commence the provision of the Services promptly and to execute the Services as required and when requested, without interruption, until completion.

## B.33 Substantial Performance

Substantial Performance of the Work shall be when the Work is ready for use or is being used for the purpose intended; and when the Work remaining to be done is capable of completion or correction at a cost of not more than two and one-half percent of the contract price and is so confirmed by the Architect.

### B.34 Total Performance

“Total Performance of the Work” shall be when the Work has been fully completed in accordance with the construction contract documents and all deficiencies have been corrected.

### B.35 Approvals to Proceed

Add GC 17 Approvals to Proceed

- .1 Before proceeding with each phase of the services, the Architect shall obtain the Client’s written approval of the Architect’s deliverables from the preceding phase.

### B.36 Client’s Representatives

Add GC18 Client’s Representative

- .1The client has retained MHPM Project Managers Inc. to provide Project Management services and represent their interests in all matters regarding this project.

END OF SUPPLEMENTARY CONDITIONS

**END OF SECTION B**

## Section C: Evaluation and Selection Committee

### C.1 Evaluation

- C.1.1 Proponents are hereby advised that failure to provide all of the information and documentation, to the degree specified in the RFP and in the format indicated, may result in their proposal being assessed as non-compliant, or in the case of rated requirements, no points or lesser points will be assigned to the criteria.
- C.1.2 Based on the best overall value to Museum, proposals will be assessed using the criteria specified herein and on the information you have been asked to provide in your Proposal (**see Section E – Proposal Submittal Documentation**). Neither the qualified proposal which scores the highest number of rating points nor the one which contains the lowest cost will necessarily be accepted.
- C.1.3 There shall be no public opening of Proposals received in response to this RFP.

### C.2 Evaluation Criteria

#### C.2.1 Requirements

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. Please note that **Proponents must attend the Mandatory Site Visit and comply with Mandatory Criteria** to be in compliance with this RFP. Proponents who do not attend the Site Visit will not be evaluated.

Criteria	Points
<b>Proposal Form – Mandatory Criteria</b>	-
<b>Addenda Form – Mandatory Criteria</b>	-
<b>Site Visit – Mandatory Criteria</b>	-
<b>Team and Experience – Mandatory Criteria</b>	15
<b>Financial Proposal – Mandatory Criteria</b>	-
Sum Bid	20
Understanding of Project	20
Capacity	20
References	15
Approach	5
Collaborative and Sub-Contracted Management Experience	5
<b>Total Technical/Financial Score</b>	<b>100</b>
Interviews (Proponents susceptible for award)	20
<b>Cumulative Total</b>	<b>120</b>

To submit your Proposal, please utilize **Section E – Proposal Submittal Documentation**.

- C.2.2 The Museum may conduct interviews with Proponents susceptible for award. Proponents susceptible for award are those whose Points score 80% or higher. Interviews will be scored. Please see Section E for more information.
- C.2.3 The Museum may adjust the interview qualification score if less than two Proponents surpass the current minimum score of 80%.
- C.2.4 In the occurrence where more than three (3) Proponents tie in their scores, interviews will be conducted based on cost per point analysis whereby the top three (3) Proponents with the best value will be interviewed.
- Total Technical and Financial Score / sum bid = cost per point (lowest cost per point becomes top Proponent(s)).
- C.2.5 The successful Proponent will be selected based on the cumulative points scored for both technical and interview (if required) components.

### C.3 Evaluation Committee

- C.3.1 A 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.
- C.3.2 The RFP Evaluation Committee has the right to:
- C.3.2.1 Contact any or all references supplied by the Proponent.
  - C.3.2.2 Request clarifications from the Proponent. Proponents will have two (2) working days, unless otherwise indicated by Museum, to provide the necessary information or documentation to the Project Manager regarding clarifications. Failure to meet this deadline without the written consent of Museum will result in the proposal being deemed Non-Responsive.
  - C.3.2.3 Enter into negotiations with Proponents for best and final offers.

### C.4 Evaluation Process

- C.4.1 Committee members will review proposals and determine whether the proposal has met the mandatory requirements. Proponents who have not met mandatory requirements will be notified in writing. No other consideration will be made to proposals that have not met mandatory requirements.
- C.4.2 The Evaluation Committee will review each proposal independently and score criteria. Scores will be combined and averaged for a final score.

- C.4.3 The Evaluation Committee may contact Proponents susceptible for award for interviews. Interviews will be conducted within five (5) business days of notice.
- C.4.4 The Evaluation Committee will notify the successful Proponent and the unsuccessful Proponents in writing.

## **C.5 Museum's Rights**

The Museum reserves the right to:

- C.5.1 Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work under this Contract.
- C.5.2 Accept the Proposal that it deems in its sole discretion most advantageous to itself, and has the right to reject any and all Proposals without giving any notice of reasons. The Proposal having the lowest cost to the Museum or any Proposal will not necessarily be accepted. The Museum reserves the right to waive any informality in a proposal, any nonconformity in a proposal with any of the requirements of the RFP.
- C.5.3 Cancel and / or reissue this RFP at any time; Museum will not assume liability for any response preparation costs whatsoever.
- C.5.4 Proportionally scale down its requirement as identified in the attached Scope of Work (or Scope of Services) and award to Proponents susceptible for award from the original requirement. Negotiation of requirement may be required given funding.
- C.5.5 Accept proposals in whole or in part without prior negotiation. The Museum may award one or more Contracts to provide the Services.
- C.5.6 Seek further information from, or clarification of, any Proposal submitted by any Proponent, and to negotiate with any Proponent, or with more than one Proponent concurrently, in respect of any of the terms and conditions of the Proposals. The Museum is not required to offer any modified terms and conditions to any other Proponent. The Museum is entitled to utilize information or clarifications received from any Proponent. The Museum may make such investigation as it deems necessary to determine the ability of any Proponent and its named Subcontractors to provide the Services and may utilize the results of such investigation in awarding the Contract.
- C.5.7 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. Museum may do so without incurring any liability whatsoever to any of the Proponents.

- C.5.8 The Museum reserves the right to negotiate with Proponents prior to contract award. Museum may, at its discretion, upon receiving proposals that are reasonably susceptible for award, provide Proponents the opportunity to meet with the Evaluation Committee for the purpose of obtaining best and final offers. In the instance where best and final offers are permitted, Museum will provide feedback in writing to each eligible Proponent to part(s) of their proposal. The Proponent will have seven (7) days to resubmit their proposals for reevaluation by the Evaluation Committee under the same set of criteria as this RFP describes. Best and final offers provide the opportunity to award based on optimal solutions and best price.
- C.5.9 Maintain sole ownership of 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.

## C.6 Notification, Award and Debriefing

- C.6.1 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 submitted a Proposal.
- C.6.2 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 Ashley MacPherson, Office Manager.

## C.7 Sole Criteria

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.

**END OF SECTION C**

## Section D: Proposal Preparation Instructions

Activities	Dates
Issue date of the RFP	July 26, 2013
<b>Mandatory Site Visit at 1055 Marginal Road, Halifax, Nova Scotia, CANADA</b>	<b>August 23, 2013 at 9:00 a.m. ADT</b>
Last Day for Questions	August 28 , 2013 at 4:00 p.m. ADT
<b>Closing Date for Submission of Proposals</b>	<b>September 5, 2013 at 4:00 p.m. ADT</b>
Interviews	To be determined

### D.1 Location, Date and Time for Submission of Proposals

D.1.1 Proposals shall be delivered **ONLY** to the address specified below. This address is for the sole purpose of receiving Proposals.

Canadian Museum of Immigration at Pier 21  
Attention: Ashley MacPherson, Office Manager  
2<sup>nd</sup> Floor, 1099 Marginal Road  
Halifax, Nova Scotia, CANADA  
B3H 4P7

D.1.2 All Proposals **must** be delivered to the address specified above, on or before the closing date and time as specified, unless subsequently amended.

**Closing Date: September 5, 2013**

**Time: 4:00pm ADT**

D.1.3 Please ensure the following:

- ✓ You have attended the **Mandatory Site Visit on August 23, 2013 at 9:00 a.m. ADT**. Please confirm your attendance to the Site Visit by August 22, 2013 at 4:00 p.m. Contact Ashley MacPherson, Office Manager by email at [amacpherson@pier21.ca](mailto:amacpherson@pier21.ca)
- ✓ Your proposal is complete at proposal solicitation closing date and time.
- ✓ Your proposal is clearly marked with the project description, your name and address is written on the outside of the envelope.

- ✓ You have provided one (1) original signed document.
- ✓ You have provided three (3) copies.
- ✓ You have provided one electronic copy on a data key or CD in PDF format.
- ✓ You have provided a single point of contact for further communications with Museum. It shall be this contact person's responsibility to disseminate the information to his/her company or group of companies. The contact information should at least contain the name, title, phone number and email address. Museum will conduct all communications during the RFP process through this designated person.

D.1.4 Faxes and/or emails of Proposals **will not be accepted.**

D.1.5 Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

D.1.6 Be submitted as per the Proposal Submittal Documentation provided in the RFP document (Section E).

D.1.7 Only one copy of any bulky supporting material such as product literature or samples of work need be provided.

D.1.8 Proposal documents and supporting information may be submitted in either English or French.

## D.2 Enquiries during Solicitation Process

D.2.1 All enquiries concerning this RFP must be submitted to the Office Manager as early as possible during the period of the RFP. Enquiries and other communications during the RFP period are to be directed **ONLY** to the Office Manager named below. Non-compliance with this condition may (for that reason alone) result in disqualification of a Proponent.

D.2.2 Enquiries must be received by the Office Manager no later than August 28, 2013 to allow sufficient time to provide a response. Enquiries received after that time will not be answered.

D.2.3 To ensure consistency and quality of information provided to Proponents, the Office Manager will provide, simultaneously to all Proponents of whom she is aware, any information with respect to significant enquiries received and the replies to such enquiries, without revealing the sources of the enquiries.

D.2.4 Meetings will not be held with individual Proponents.

D.2.5 Direct all enquiries to:

Attention: Ashley MacPherson  
Canadian Museum of Immigration at Pier 21  
Tel: (902) 420-6650 amacpherson@pier21.ca



- D.2.6 If the RFP or Contract Documents contain any discrepancy, omission, inconsistency or ambiguity, the Proponent must notify the Office Manager immediately. Upon receipt of such notification, the Office Manager will undertake to provide all Proponents with more complete instructions, if possible. If a Proponent fails to provide such notification, the Proponent agrees that the interpretation placed upon the Contract Documents by the Museum will govern.

### **D.3 Costs Related to Solicitation Process**

The Proponent agrees that the Museum's sole obligation, in return for the Proponent's preparation and submission of its Proposal, is to give consideration to the Proposal in accordance with the Contract Documents. The Museum and any of its officers, employees, assigns, agents or representatives shall not be liable to the Proponent or any of its officers, employees, assigns, independent contractors, Subcontractors, agents or representatives for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages or liabilities arising out or by reason of or attributable to this RFP including, without limitation, the cost of preparing or submitting a Proposal and any anticipated profits and contributions to overhead.

### **D.4 Amendments to Proponent's Proposal**

- D.4.1 After the RFP closing date and time, amendments to the Proponent's proposal will not be accepted.
- D.4.2 Any amendment must clearly indicate what part of the proposal the amendment is intending to modify or supplement.
- D.4.3 Any amendment must be submitted in writing to the Office Manager. Any amendment submitted by any other method will not be accepted.

### **D.5 Withdrawal of Proposal**

- D.5.1 In the event that a Proponent wishes to withdraw its Proposal, the Proponent shall immediately notify the Office Manager in writing before the RFP closing date.
- D.5.2 Should the Proposal be withdrawn, it will be returned to the Proponent after the closing date, and no further consideration will be given to it.

### **D.6 Late Proposals**

Proposals delivered after the Closing Date will not be accepted and will be returned unopened.

**END OF SECTION D**

## Section E: Proposal Submittal Documentation

Please complete and submit all components of this section.

### E.1 Proposal Form – Mandatory Requirement

PROPOSAL TO: The Canadian Museum of Immigration at Pier 21  
Attention: Ashley MacPherson, Office Manager  
Second Floor, 1099 Marginal Road  
Halifax Nova Scotia B3H 4P7

PROJECT TITLE: RFP Architectural and Engineering Design Services  
SOLICITATION NO: CMIP2013-6 880110-0071(2)

WE: \_\_\_\_\_  
(Signature of Architect)

OF: \_\_\_\_\_  
(Address of Architect)

AND:

WE: \_\_\_\_\_  
(Signatory of Partner or Joint Venture)

OF: \_\_\_\_\_  
(Address of Partner or Joint Venture)

1. **WE PROPOSE** to perform the Services in accordance with the terms and conditions of the Contract Documents for the prices as stated in our attached Financial Proposal. The prices are in Canadian funds and include all allowances for insurance, licensing, warranties, but exclude applicable provincial and federal value added taxes which are stated separately.
2. **AND WE PROPOSE** to provide the Services in accordance with Section A, which forms part of this Proposal Form.
3. **AND WE AFFIRM AND CERTIFY** that we:
  - 3.1 Visited, where and when required, the place of the Work prior to the RFP Closing.
  - 3.2 Examined to our satisfaction all conditions affecting the Services and the Work.
  - 3.3 Carefully studied the Contract Documents, including all its addenda.

- 3.4 Have full knowledge of the locality of the proposed Work, the conditions pertaining to the proper and successful provision of the Services and the materials to be furnished and used including, without limitation, every condition which may affect provision of the Services, both within the Place of the Work and adjoining areas.
- 3.5 Have not relied on any information or documents provided by or on behalf of Museum other than the Contract Documents.
- 3.6 Have included the information that was required to be submitted, which information forms an integral part of the Proposal Form.
- 3.7 Are skilled in the provision of the Services required by the Contract Documents, are able to provide the Services in accordance therewith, and have experience in providing services of a similar type and scope to those required herein.
- 3.8 Shall deliver to the Museum, in accordance with the Contract Documents, all certificates of insurance.

4. **AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:**

- 4.1 No person, firm or corporation other than the undersigned has any interest in the Proposal or in the proposed Contract for which the Proposal is made.
- 4.2 This Proposal is made by the undersigned without any connection, knowledge, comparison of figures or arrangement with any other person who might submit a proposal for the same Work and is in all respects fair and without collusion or fraud.
- 4.3 Proposed Subcontractors have been given the opportunity to study the Contract Documents.
- 4.4 The Services will be provided in a good and professional manner, with a standard of quality above or equivalent to that expected of professional architects and engineers practicing in the Province of Nova Scotia.

5. **AND WE HEREBY AGREE THAT:**

- 5.1 If the Proposal Form is executed by more than one person, firm or corporation, then all persons, firms or corporations executing the Proposal are jointly and severally liable under and bound by the Proposal and any contract arising upon acceptance of the Proposal.
- 5.2 Until a formal Agreement is prepared and executed, this Proposal Form together with the formal Letter of Acceptance shall constitute a binding contract between the parties.

**SIGNATURE**

SIGNED, SEALED AND SUBMITTED this \_\_\_ day of \_\_\_\_\_, 2013 FOR AND ON BEHALF OF:

COMPANY:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

\_\_\_\_\_

(City, Province and Postal Code)

\_\_\_\_\_

(HST Registration No.)

SIGNATURE:

\_\_\_\_\_

NAME & TITLE:

\_\_\_\_\_  
I/We have the authority to bind the Corporation / Partnership / Sole-Proprietorship / Joint Venture

**E.2 Addenda – Mandatory Requirement**

Addenda will be issued by the Canadian Museum of Immigration at Pier 21 regarding any changes and answers to questions that may arise during the tender period. Completion of this section will ensure to the Museum that you have received and factored this information into your Proposal.

**Failure to identify addenda issued by Museum may result in the disqualification of your Proposal.** Proponents may fill-out this form electronically or by hand.

Number	Date Issued

**E.3 Site Visit Attendance – Mandatory Requirement**

Proponent agrees that they attended the Site Visit.

\_\_\_\_\_   
 Proponent initials here.



- E.4.2 Each Proponent shall provide a single lump sum fee for all of the Services regardless of the actual time spent compared to the estimate that includes all overheads, support, office expenses, costs for travel, meals and accommodations within Nova Scotia, communications and other sundry expenses.
- E.4.3 Each Proponent shall provide a list of hourly rates for services that will be applied in the event that additional services are required.
- E.4.4 As a Crown Corporation, the Museum can offer to pay its consultant's sooner in return for a discount replacing the 30 (thirty) days' payment now in effect. Proponents interested in this should indicate so in their Proposal.
- E.4.5 Fee will be evaluated on a 'best value' basis. The Proponent's fee will be divided by the total number of points scored in all other areas of the proposal to calculate the dollar per point. The dollar per point scores will be ranked where the lowest receives the highest ranking. The points for fee will be distributed according to the ranking:

Rank	Points
1	20
2	15
3	10
4	5
5	2
6+	0

## E.5 Team and Experience – Mandatory Requirement

Proponents **must** indicate the name of their lead team members in each of the following categories to be compliant for continued evaluation of this RFP. Proponents may fill-out this form electronically or by hand. **This Section is worth 15 points.**

### E.5.1

Lead Team Member Name	Firm Name	Experience	Years' experience (all categories <b>must have a minimum of 7 years' experience</b> for compliance)	For Evaluation Committee Use Only (Please check if compliant)
		Architect		
		Mechanical		
		Electrical		
		Environmental Control		
		Structural		
		Interior Design		
		Lighting Design		
		Design Leader		
		Other (at Proponent's discretion)		

E.5.2 Proponents **must** provide resumes of the above-noted Team Members. Please reference this Section.



## E.6 Capacity

In this Section, the Proponent is to demonstrate their capability to perform the services and meet project challenges. **This Section is worth 20 points.** Please reference this Section and provide the following information:

- E.6.1 Work Plan – provide an example of a detailed breakdown of work tasks and deliverables for this project.
- E.6.2 Project Schedule – provide an example of a schedule for this Project, showing major milestones.
- E.6.3 Risk Management Strategy – please provide your Risk Management Strategy. Review the proposed schedule (Appendix B) and assess risk management elements that may affect the Project
- E.6.4 Sustainable Development - Identify initiatives that should be considered within the implementation of this Project, how they may be measured and whether they would have significant impact to the project budget. Please indicate LEED experience in this Section.
- E.6.5 Please provide a narrative description of your firm. Provide information detailing your experience and qualifications, including examples of the most recent contract you worked on relevant to this type of project.

## E.7 Understanding of the Project

This section should demonstrate that the Proponent has an in-depth understanding of Museum's mandate, the requirements and the desired outcomes of the Project (as noted in Section A). Please reference this Section in your Proposal. **This Section is worth 20 points.**

Information that should be provided includes:

- E.7.1 Functional and technical requirements for this Project.
- E.7.2 Significant issues, challenges and constraints that should be considered for this Project.
- E.7.3 Cost planning and budgeting. Review cost information and assess risk management elements that may affect the Project.

## E.8 Approach

This Section should demonstrate that the Proponent has an in-depth understanding of the methodology and approach to meeting the Project outcomes. Please reference this Section. **This Section is worth 5 points.**

Please include the following:

E.8.1 Elaborate on those aspects of the Project considered being a major challenge to illustrate design approach/methodology. This is the opportunity to state the overall design philosophy of the team as well as its approach for resolving design issues and in particular, to focus on the unique aspects of the current Project.

E.8.1.1 Design / Philosophy / Approach / Methodology

E.8.1.2 Past innovative and creative solutions offered, especially those that demonstrate a holistic approach to that design.

## E.9 Collaborative and Sub-Contracted Management Experience

Please provide the information below. Please reference this Section. **This Section is worth 5 points.**

E.9.1 Please provide evidence of experience managing a complex team.

E.9.2 Provide organization charts to explain your team's structure including responsibilities and reporting relationship of the Consultants, Sub-consultants and specialists. Include Joint Venture Plan if applicable.

## E.10 References

Please provide three **(3) examples with references** for past **completed** projects that are of a similar scope, scale and nature as indicated in this RFP and that demonstrate your ability to deliver projects on time and on budget. For each reference include the client's contact name and telephone number so that a reference check can be completed, if necessary for the Evaluation Committee. **This Section is worth 15 points.** Include:

E.10.1 An explanation of how each listed past project is comparable/relevant to the project described in this RFP.

E.10.2 A brief description and intent of each project including a discussion of design philosophy and approach to meet the intent, design challenges and resolutions.

E.10.3 An explanation of any variance in budget, cost and/or schedule between the estimate, the contract award value and final construction cost, and how the variance was managed.

E.10.4 Names of key personnel responsible for project delivery and their roles.

It is the Proponent's responsibility to ensure that the contact names and numbers supplied for the calling of References are valid and all other information supplied is accurate. Time is of the essence in this Tender: Proponents should ensure that the information provided for the References is accurate and that the contact persons listed are reachable. The Museum cannot award points for References that cannot be reached after a reasonable number of attempts.

Only members from the Evaluation Committee will be calling the References. The answers received will be documented and rated.

## E.11 Interviews

E.11.1 After a review of the proposals, the Evaluation Committee may select up to four short-listed candidates for interviews who are susceptible for award.

E.11.2 As the Committee will have already reviewed the detailed submission documents; the focus will be on the candidate's understanding and approach to the management of the project.

**Interviews are worth 20 points** and will be combined with the technical score. Proponents must be prepared to attend interview in person in Halifax, Nova Scotia, Canada. Proponents will have five (5) working days' notice of interview. Proponents will be expected to provide information in the following areas:

E.11.2.1 Candid descriptions of issues encountered and resolved in other major projects.

E.11.2.2 Examples of the problem solving around budget or scheduling conflicts focusing on how leadership was exercised.

E.11.2.3 Specialist resources that the candidate anticipates may be needed for this project.

E.11.2.4 How the Proponent would work with MHPM Project Managers Inc.

E.11.2.5 How the Proponent would work with Museum managers and team, contractors and consultants.

## E.12 General Agreement

The Proponent(s) agrees to the following conditions:

E.12.1 The Contract will commence on such date as the Museum shall set by notice in writing.

E.12.2 This RFP supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed Request for Proposal.

- E.12.3 This Offer is made only after studying the said Scope of Services (Section A of this RFP) in the light of such examination, and that he/she is satisfied as to the scope of work and as to the labour, materials, tools and equipment that will be required to perform the work.
- E.12.4 This Offer may not be withdrawn for a period of sixty (60) days following the RFP closing date and time; however, this 60 day period shall be extended to ninety (90) days upon written request by the Museum.
- E.12.5 If, for any reason, the Museum does not receive, within fifteen (15) calendar days of receipt by the Proponent, the Contract executed by the successful Proponent, Museum may accept another offer.

**END OF SECTION**

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## Appendix A: Technical Drawings and New Museum Concept Plan

Technical Drawings and the New Museum Concept Plan can be downloaded as Appendix A on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) under this tender.

**END OF SECTION**

## Appendix B: Work Breakdown and Schedule

Work Breakdown and Schedule can be downloaded as Appendix B on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) under this tender.

**END OF SECTION**

## Appendix C: Budget and Cost Control

The Budget and Cost Control relevant to this RFP can be downloaded as Appendix C from [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) under this tender.

**END OF SECTION**

## Appendix D: Risk Register

Risk Register can be downloaded as Appendix D from [Buyandsell.gc.ca](http://Buyandsell.gc.ca) as a supplementary document in reference to this RFP.

**END OF SECTION**



## Appendix E: Schedule A to RAIC Document 6

Download as Appendix E from [Buyandsell.gc.ca](http://Buyandsell.gc.ca) as a supplementary document in reference to this RFP.

**END OF SECTION**

## Appendix F: Museum Consultant's Scope of Work

The Museum Consultant's Scope of Work can be downloaded as Appendix F from [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) under this tender.

**END OF DOCUMENT**