

Request for Proposals for Exhibition Design and Fabrication Services

Date of Solicitation: October 1, 2013 Mandatory Site Visit: October 29, 2013 Closing: November 12, 2013

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.



CANADIAN MUSEUM OF IMMIGRATION AT PIER 21

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1. Introduction

The Canadian Museum of Immigration at Pier 21 (hereinafter the "Museum") is seeking proposals from firms with experience in exhibition design, fabrication, and installation for 18,000 square feet of permanent exhibition space (hereinafter the "Project").

The Museum is located at Halifax's Pier 21 National Historic Site, which was 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, the Museum is undergoing a transitional period. The 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.

The Museum is now embarking on a process to meet its national mandate to reach out, educate, and engage with all Canadians in developing a greater understanding of the many stories surrounding immigration to this country from contact to the present. In its revitalized form, the Museum will develop a wide and innovative range of strategies to tell those stories. In order to engage Canadians in conversations relating to their own experiences and to encourage contributions of content, new engaging permanent exhibit spaces will be created. These exhibition spaces will also be complemented by other methods of engagement.

There are two components to the Museum's new permanent exhibitions:

- o Canadian Immigration Story
- o Pier 21 Story

The exhibitions will be located in two exhibition halls located on the second floor and separated by a public circulation area that provides access to the lower level. See Appendix B for Building Plans that illustrate the size and location of each exhibition space. Note access to the galleries is limited which may affect the installation strategy.

The gallery housing the Canadian Immigration Story will be a new gallery that is fully climate controlled to museum standards. The gallery housing the Pier 21 story will not be retrofitted to museum climate control. As such, the Design Build Contractor will be responsible for designing and fabricating climate controlled cases for specific exhibits to be determined during the design phase.

1.1 The Services

The Museum is seeking a **Design-Build** approach to complete all aspects of the services. A more detailed scope of work is provided in section 2 of this RFP.



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- Creative exhibition design services (2-dimensional and 3-dimensional)
- Media and show design and development services
- Fabrication and production
- Installation

Interpretive planning, research, and content development are not part of the services; however, the successful Contractor must integrate fully with visitor experience experts and with the architectural team who will be responsible for retrofitting spaces to meet the needs of the exhibition. The existing draft Interpretive Plan is provided in Appendix A. A more refined and detailed Interpretive Plan shall be provided to the successful Proponent upon award of contract.

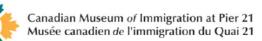
The Museum will enter into contract with one Contractor. As such the successful team must include all experts and suppliers required to complete the works to the quality and satisfaction of the Museum.

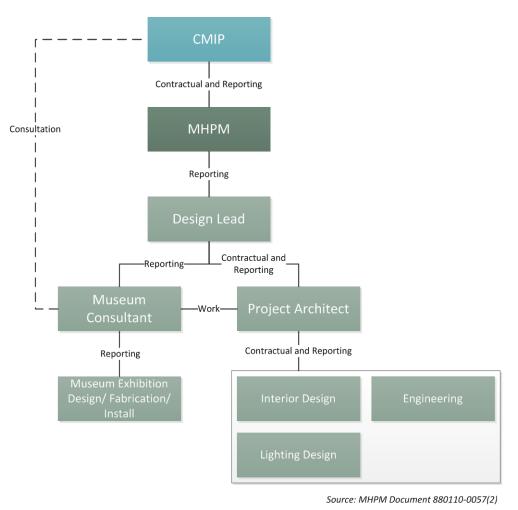
1.2 Authority, Project Team, and Reporting Structure

MHPM Project Managers Inc. is the project manager acting on the 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 the Museum Consultants Team and the Project Architect's Team. The Design-Build team will report to the Museum Consultant. The Design-Build contract will be negotiated and established with the Museum and all invoices shall be paid by the Museum.

- Client: Canadian Museum of Immigration at Pier 21
- Project Manager: MHPM
- Architect: TBD
- Museum Consultant, Research and Interpretive Planning: Lord Cultural Resources

The final exhibition will include content in French and English. The internal and everyday working language of the project team will be in English. All working documents and presentations prepared by the Design-Build Contractor in French will be translated into English at the expense of the Design-Build Contractor.





1.3 Completion Date

The exhibition work is scheduled for completion by April 2015. The Design-Build process has been identified as means for guaranteeing price and schedule.

1.4 Project Budget

The budget for this project is \$5,348,000 Canadian and is <u>exclusive</u> of taxes. The budget is <u>inclusive</u> of design fees and expenses as well as fabrication and installation of the exhibition. This budget does not include text writing, image sourcing, and oral history identification. All this will be provided and coordinated by the Museum Consultant. See section 2.6 for detail regarding items that are not within the scope of the Design-Build Contractor.

This budget does include all new photography, artwork preparation, and new media production.





Procurement, copyright and licenses are the responsibility of the Contractor. The Design-Build Contractor is responsible for mount making whether in house or subcontracted to specialist nominated suppliers and institutions nominated by the Museum.

The Design-Build Contractor will be responsible for developing and managing the budget in consultation with the Museum Consultant to ensure that the Project does not exceed the budget. The Design-Build Contractor will be expected to provide detailed costing throughout design with final price to be signed and guaranteed at the end of the design phase and prior to the start of fabrication.

If cost estimating of the Contractor's design falls above the allocated budget, the Contractor will be required to revisit the design and provide solutions to the Museum for its consideration at no additional cost to the Museum. The Contractor is responsible for designing and building to this turnkey budget to the quality and satisfaction of the Museum. As stated, such value engineering will be executed by the Contractor at no cost to the Museum and with no delays to the project schedule. It is critical that the Contractor build, process and schedule that allows for cost control and design correction if required.

The Proponent will be required to submit a fee structure based on confirmed and committed lump sums within the budget allocated for this project.

1.5 Risk Management

See Appendix "C" for the risks for the Contractor's attention as excerpted from the full project Risk Register. The Contractor will be responsible to account for these risks in their work plan.





2. Detailed Scope of Work

2.1 Design

2.1.1 Design Services

The Contractor is to provide the following services during all phases of design.

- Design planning
- Review and comment on the Interpretive Plan
- Provide expertise regarding visitor experience and recommend enhancements to the visitor experience
- Review the Museum's collections as well new material collected and prepared by the Museum Consultant
- Performance specifications and engineering
- Spatial and organizational design
- Visitor flow, traffic, and capacity
- Architectural integration (mechanical and electrical, electrical loads)
- Research and propose processes, materials, and structures that are environmentally responsible but also durable for world class exhibition installations
- Sample boards and material specification
- 3-Dimensional Design for all types of exhibits and interior constructions (cases, models, cabinets, interactive, walls, special exhibits, etc)
- Artifact mounts and layouts
- Artifact cases in the Pier 21 Story Exhibition may need to be environmentally conditioned as this gallery is not a conditioned space. The appropriate passive or active system will be determined in the design phase
- Graphic Design and Specification
- Graphic artwork (production ready files)
- Signage and wayfinding as appropriate within the exhibition spaces
- Interactive design and specification (mechanical and low tech exhibits)
- Lighting Design
- Media/AV hardware design and specification (includes show control if required)
- Media/AV software treatments and scripting
- Expertise in sound editing and programming to reflect the importance of showcase and incorporating Oral Histories a major collection source for the exhibitions
- Content Management System
- Sound design and sound management (acoustic control)
- Design project management
- Cost estimating and control
- Preparation of all design drawings and packages (floor plans, elevations, renderings, perspectives, specifications, details, etc)
- Preparation of visuals (renderings, colour images) that can be used by the Museum in marketing documents as required





- Computer generated renderings of exhibits and 3-D bird's eye views of galleries
- Fabrication and installation management
- Art Direction and quality control of fabrication
- Confirm and transfer copyright of all designs, artworks, and production to the Museum
- Prototyping Identify exhibits that require prototyping and sampling and schedule their development
- Scheduling
- Presentations
- Attendance at meetings
- Oversee commissioning and hand-over process

In order to maintain schedule, the Museum has identified the following design phases and requirements. The Proponent may propose alternative/additional phasing and deliverable structures as long as the schedule is maintained and guaranteed. For each phase, the Proponent is required to describe their approach and understanding of what is required to meet the vision of this project in their Work Plan. In other words, describe how the above tasks will be distributed and tasked in the phases below. See section 3.2 of this RFP.

- Schematic Design (Concept) and Budget
- Design Development and Budget
- Final Design and Final Quote

2.2 Dismantle, Fabrication, and Installation

2.2.1 Fabrication and Media Production

The Contractor will be responsible for fabrication and production of the exhibition as prepared by the design team and approved by the Museum. This task includes general construction as well as multimedia and may be completed by more than one supplier. These services include but are not limited to:

- Complete fabrication all exhibits and interiors millworks, AV, multimedia, models, dioramas, low-tech hands-on exhibits, etc;
- Prepare all shop drawings;
- Provide as built drawing set of the exhibition upon completion of the services. This includes all graphic design files organized by exhibition zones;
- Multimedia software production research, scripting, sourcing (images, stock material and new material), procurement, online and offline productions, pre and post production work, Wi-Fi/Ethernet integration, etc;





- Media Hardware Procurement specify, design, procure, test and integration all technology. Hardware should be fully wracked, cabled, and organized within the exhibition space or identified AV closet/control room. Appropriate redundancy and power protection devices to be provided. Appropriate spares to be provided upon completion of the project (TBD with Museum Consultant). Hardware specification and selection will be coordinated in consultation with the Museum's IT department in order to ensure integration with existing systems and preferred hardware;
- Show control (if required) recommend and develop a show control system that is easy to manage and control within the confines of the available staff resources;
- Graphic artwork production Prepare all artwork for production. All artwork must be provided as "proofs" for approval and check prior to production;
- Graphic production on suitable substrates;
- Artifact mounts design and construct all artifact mounts to Canadian Conservation standards. Fabricator will mount the artifacts in collaboration with the Museum staff;
- Artifact cases in the Pier 21 Story Exhibition may need to be environmentally conditioned as this gallery is not a conditioned space. The appropriate passive or active system will be determined in the design phase;
- Site review and measurement confirmation;
- Coordinate with the Architect and Building contractor as required to ensure that the exhibits meet building requirements and vice-versa;
- Coordinate shop visits for Museum and Museum Consultant;
- Selection of materials and parts should be made for ease of maintenance and replacement at reasonable costs (i.e. operations);
- Provide all necessary warranties and guarantees;
- Provide operation and maintenance manuals. All manuals to include inventories of parts and replacements;
- Provide an exhibitions annual estimated operational cost breakdown and schedule for the next 10 years;
- Prototyping graphic samples, materials, interactive as identified and managed by the Designer;
- Provide adequate commissioning period to correct errors and omissions. Manage punch list;
- Provide training for Museum staff on operating and maintaining the exhibits;
- Contractors must comply with the codes, rules, and regulations of the Provincial and Federal governments; and
- Access to the site will be coordinated by the Museum and the Halifax Port Authority.

2.2.2 Delivery and Installation Services

Installation services include:

- Organize shipping of all exhibit components to the site
- Manage safe delivery, crating, and uncrating of the exhibits at the site
- Provide trained and experienced staff to install exhibits, media components, interactives, graphics, and artifacts
- Coordinate installation times and hours with Museum staff and security



- Obtain any and all permits if required
- Maintain a clean and safe installation environment
- Furnish all necessary installation equipment and tools in order to complete the works (such as lifts, drills, vacuums, etc)
- Carry out walkthrough with Designer, Museum, Project Manager, and Museum Consultant for purposes of handover
- Ensure a clean site upon completion and handover. Contractor to dispose of any refuse or return unused materials to their shop at no additional cost to the Museum
- Abide by the security requirements of the Halifax Port Authority
- Access to the site will be coordinated by the Museum and the Halifax Port Authority

2.2.3 Dismantle and Disposal Input

The Museum's current exhibition will be dismantled and disposed of by the Building Contractor. Note that some items may be donated to other museums. However, the Design-Build Contractor will be responsible for the following:

- Conduct a review of the current exhibition and assess potential for reuse of materials (e.g. cases, glass, materials)
- Contribute to demolition and disposal plan

2.3 Cost Control

Throughout the exhibition design and fabrication process, the Design-Build contractor will be responsible for pricing the exhibition and maintaining cost control. Each phase of design must include a detailed budget and cost analysis for review and approval. This project has a fixed budget as identified in section 1.4 of this RFP. The Contractor is responsible for delivering the project at this price.

At the end of final design, the Contractor is to provide a final price for the exhibition which details the cost of every item and service to be provided during fabrication and installation to deliver the design prepared by the design team and approved by the Museum. This will be a guaranteed price to be provided by the Contractor and signed by all parties. Any overages or errors made by the Contractor at this time will be their responsibility unless changes are expressly requested by the Museum. This process is to minimize, control, and negate the need for change orders. The Contractor will be expected to participate in all cost control activities at no extra charge to the Museum.

Should change orders be required, such changes would only be at the request of the Museum. The Design-Build Contractor will establish a change order process to track, approve, and launch changes that may or may not alter the final price.



2.4 Work Breakdown and Schedule

The exhibition work is scheduled for completion by April 2015. The work breakdown and schedule located in Appendix 'D' identifies the Contractor's scope of work and key dates 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 'Fab' (Exhibition Design and Fabrication). The tasks in which the Museum Consultant is involved are also shown on the work breakdown structure as 'Mus'. Due to the close nature of the work being completed by the two firms, tasks involved by both parties are shown. The Museum Consultant will be ultimately responsible for all work packages within the exhibition design and production firm's scope.

The Contractor will 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.

2.5 Reporting

The Design-Build Contractor will report to the Museum Consultant. The Contractor shall be expected to provide the following:

- Prepare a monthly report on progress and risk mitigation
- Attend meetings and workshops as required
- Prepare and lead design presentations
- Prepare and lead shop visits
- Prepare and coordinate reviews and approvals
- Coordinate and meet when appropriate with the Architect and Building Contractor to coordinate works

2.6 Out of Scope/Scope Clarification

The following items on **NOT** within the Design-Build contractor's scope.

a. Architectural design and construction – The Design-Build Contractor will be responsible for integrating their work with architectural services in order to ensure that the galleries function appropriately for the exhibition. This includes providing electrical and mechanical coordination drawings as well as other coordination documentation.





- b. Lighting procurement and installation The Architect and Building Construction team shall provide all the lighting fixtures and track systems as recommended by the Design-Build Contractor and Museum Consultant. However, the Design-Build Contractor must provide a lighting design that includes recommendations for fixtures, accessories, dimming systems, and the ideal location of track. This will be facilitated through coordination meetings and the provision of reflected ceiling plans and cut sheets. The Design-Build Contractor <u>IS</u> responsible for final focusing and placement of lighting fixtures purchased by the building contractor. All special f/x lighting and in-case lighting are the responsibility of the Design-Build Contractor.
- c. Theatre development, production, and procurement The theatre located at the north end of the building will be developed by a specialist supplier directly contracted to the Museum. The Museum may consult with the Design-Build Contractor with regards to the interior space of the theatre however the redevelopment of the theatre is within the scope of work of others. The Design-Build Contractor 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 exhibition spaces. This is to ensure integration.
- d. Content Development will be provided by the Museum Consultant and Museum Staff. Note that the Design-Build Contractor is responsible for all new photography and moving images (old and new), as well as all media scripting, animation, and on-screen graphics. For all Oral Histories, the Museum and Museum Consultant will provide the Contractor with raw video and audio files which must be edited by the Design-Build Contractor. The Museum Consultant and Museum Staff shall review all designs for accuracy and authenticity. The works to be provided by others include:
 - Artifact selection and procurement
 - Oral history selection and procurement (however, Contractor is responsible for licenses if applicable)
 - Image selection is out of scope (however, Contractor is responsible for procurement and payment of licenses)
 - Text writing and translation

2.7 Project Outcomes

Exhibition Design and Development will have the following outcomes. It will:

- a. In addition to what it is outlined in the interpretive plan, design must be based on a framework that allows for a high degree of flexibility in incorporating changing content and the addition of content.
- b. A Content Management System must be developed to allow for updatable content, in particular adding/changing oral histories.
- c. Support and present bilingual content into the entire design approach.





- d. Collaboratively engage the expertise of Key Museum team members and that of the Museum Consultant.
- e. Be based on sound scholarship and creative principles that engage visitors according to modern museum pedagogy.
- f. Reflect the Canadian immigration experience and themes outlined in the existing Interpretive Plan: Journey, Arrival, and Belonging (and question of belonging).
- g. Communicate that immigration has always been, and continues to be pivotal to the building and shaping of Canada.
- h. Represent a wide variety of people (age, gender, country of origin, date of migration, reason for migration, and place of residence in Canada).
- i. Communicate that immigrants and refugees had, and continue to have, a wide range of positive and negative experiences.
- j. Deepen visitors understanding of the immigrant and refugee experiences.
- k. Unique, engaging, stimulating, and captivating to the visitor.
- I. Encourage historical literacy.
- m. Ensure that exhibits are easy to update and maintain.
- n. Have a lifespan of 10 years minimum.
- o. Reflects the core values and priorities of the Interpretive Plan.



3. Proposal Submission Instructions

3.1 RFP and Award Schedule

RFP Release	October 1, 2013
Mandatory Site Visit	October 29, 2013 at 1:00pm (ADT)
Deadline for Questions	November 1, 2013 by 2:00pm (ADT)
Closing Date	November 12, 2013 by 4:00pm (AST)
Notification of Award	November 22, 2013

3.2 Form of Submission

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

If a consortium or team submits a proposal a clear "lead" must be identified that will be legally responsible for the contract. The Museum will enter into contract with only one firm or Joint Venture organization. Only a complete team or consortium deemed to be able to complete all aspects of the project shall be considered for award.





1. Company Information

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

LEAD Legal Firm Name:								
Legal Firm Name (if required):								
Full Address:								
	1							
Telephone No:	Facsimile No:							
r								
Email address:								
Name and title of person authorized to sign on behalf of the firm (Type or Print)								
Lead Signature:								

2. Addenda

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

Number	Date Issued





3. Site Visit Attendance

Proponent agrees that they have attended the Site Visit:

Initial

4. Understanding of Project and Visitor Experience

Indicate your understanding and approach to this Project.

- What is your role in ensuring the vision for the Project?
- How will design make this visitor experience rich, deep, and meaningful for visitors? Provide examples and reference the material provided.
- What are the opportunities and challenges in the Interpretive Plan and layout of the exhibition spaces?
- What strategies would you propose for creating a seamless experience across the two spaces? How will you connect them? Propose (in words) an approach for traffic flow.
- Provide a statement outlining your understanding of the essential aspects of the project including opportunities and challenges and the criteria by which its success would be measured.
- What strategies do you recommend to meet the requirement for flexibility?

Please provide a written response that is no more than <u>**1250 words**</u>. Include any reference images. This is <u>**NOT**</u> a request for a design concept, but rather an indication of your understanding of the project. No original drawings are required or expected.

5. The Design-Build Approach

Provide a statement regarding your understanding of the Design-Build approach and its merits for achieving the schedule and budget for this Project. In your narrative, reference other projects for which you have completed this work and what you have learned. What problems did you face and how did you solve them? Present a minimum of three challenges faced and resolved (maximum of 5 challenges/successes).

In your statement reference how the members of your team have worked together previously on Design-Build projects (design, fabrication, multimedia production, etc) to solve challenges.

The statement should be a maximum of **one (1) page**.





6. Team Organization

In this section of your proposal, present your Design-Build Team and all relevant suppliers required to complete this Project (Design, Fabrication, Multimedia, Interactives). Only teams deemed to be complete (to provide all necessary and relevant services) will be deemed qualified to work on the Project. Clearly identify the Lead firm, the roles of the supplier firms, and contracting and reporting relationships. The teams may be as large as required to meet the requirements of this RFP and should comprehensively address the specific needs of the Project. Provide the following:

- 6.1 Firm Profiles Maximum of <u>2-pages</u> for each firm/team member. Clearly describe each firm, their expertise, and role on the Project. Provide information on why these are the right firms to work on this Project (i.e. relevance). Ensure that the Lead firm is clearly identified. For the fabrication supplier, include a clear description of the facilities and production capabilities. At a minimum, the team must include firms with specialization in Design, Fabrication, and Multimedia.
- 6.2 Organizational Chart show the relationship of each firm and reporting/contracting structure to the lead firm.

7. Core Personnel Profiles

In this section of the proposal, please present the credentials of the core personnel to be assigned to this Project. In particular the expertise of the Lead Designer(s), Graphic Designer, Project Manager, Fabrication Manager, Interactive Specialist(s), Multimedia Producer(s), Media Script Writer(s), Installation Manager, and Technology Integrator are mandatory. Additional team members may and should be included as deemed appropriate by the Proponent.

- 7.1 Provide <u>one (1) page</u> profiles for all key personnel credentials, education, years of experience, years with the firm for which they are currently employed, role on the project, and past relevant project experience. Note that full CVs can be provided in an Addendum to the Proposal. Clearly mark all addenda.
- 7.2 Organizational Chart provide a statement of how the team will work together as an introduction to the organizational chart. Clearly identify roles and responsibilities and relationship back to the Project Manager, Museum Consultant, and Client Team.
- 7.3 Team Commitment Provide a statement of commitment for the team. Outline the time commitment level of each team member by creating a table that illustrates % of time to be committed to this project. Indicate other projects that such individuals are currently working on. Please note that those individuals named to the Project in the Proponents submission are expected to work on the project. No individual or team substitutions are permitted unless otherwise approved by the Museum team in writing.





8. Project Experience with References

Provide relevant experience records as follows:

- 8.1 Design-Build Team Projects Provide three (3) (and only 3) project examples with references of <u>completed</u> Design-Build projects by your team of similar size, scope, and nature to the Project described in this RFP. Demonstrate your ability to deliver projects on time and on budget. Include a brief description of the project, the responsibilities of each firm, timeframe to complete the project, completion/opening date, total dollar value of the project, and the relevance of the project to this Project. Also include the names of team members (companies and individuals) who have worked on the examples presented and their role. For the references, provide the client's name and contact information to confirm performance and the services provided. More points will be awarded for projects in which the Design and Fabrication firms completed works together.
- 8.2 Multimedia Experience Please provide three (3) (and only 3) project examples per multimedia supplier with references for Projects with creative multimedia and interactive applications similar to those presented in the Interpretive Plan. The projects may be samples from any one of or all of the suppliers identified in Section 6 of your proposal that will provide multimedia/AV services. Include a brief description of the media, why it was special, how it was a cost effective, and how it was operationally sound for museums with limited staff/technical resources. For the references, provide the client's name and contact information to confirm performance and services provided.

9. Work Plan and Schedule

Provide a detailed schedule for delivery of the tasks as outlined in the Scope of Work. Outline all tasks you deem are required in each phase, expected deliverables, presentations, and approval points. The schedule should be consistent with the Milestone Schedule presented in section 2.4 of this RFP.

You may present alternative dates or phasing of the project with a clear reason as to why we should consider these alternatives. The Museum and Project Manager are very interested in any efficiency that the Proponent may propose in order to meet the deadline. The Proponent must illustrate how budget and schedule will be achieved at the quality expected by the Museum.

Provide a written work plan/methodology of your process and how you will deliver the project from award of contract to opening day. Ensure that all tasks and deliverables are clearly communicated. The methodology must be concise and relevant to all phases of works – Design, Production, and Installation. How will you organize the work? What key functions are required? What are the sequences and inter-relationships between activities? How will you manage communication? What quality control methods will be used? Describe the approaches, methods, organizational structures, tools, etc that your team uses to control schedule and deliver design-build projects.





10. Budget / Fee Structure

Provide a detailed budget (as indicated in Section 1.4) for the Project. Fees shall be quoted in Canadian dollars **exclusive** of all taxes. Proponents must provide as much detail as possible including but not limited to fees, administration, expenses, construction, installation, contingency, etc. Fee will be evaluated on a best value basis. Proponents' fee will be divided by points scored in all other areas of the proposal to calculate the dollar per point. The dollar per point scores will be ranked so the lowest score receives the highest ranking.

- 10.1 Fee Structure. Breakdown fees in as much detail as possible. Provide fixed/lump sums for design fees, administrative costs, disbursements, and exhibition construction. Such lump sums will form the basis of contract negotiation. Allowances must be clearly defined and described.
- 10.2 List of Exclusions and Assumptions as related to your fee structure and fixed sums.
- 10.3 Provide a statement that illustrates your understanding of budget control. Are there any challenges with the budget identified for this Project? If so, what are your recommendations and comments? How will your team control budget throughout the design process in order to avoid redesign scenarios? Describe the approaches, methods, organizational structures, tools, etc that your team uses for control budget. <u>750 words maximum</u>.
- 10.4 Change Orders. What constitutes a change order and how will you manage this process? What are strategies you will put in place to prevent cost over-runs? How will you communicate the need for a change order? <u>Maximum 1 page.</u>
- 10.5 Preliminary Budget Analysis. Include a separate preliminary analysis or dollar expenditure of your identified construction budget by **zone** according to your first analysis of the Interpretive Plan and Exhibition spaces. This is **not** a formal budget submission that should a Proponent be successful will be required to honour.
- 10.6 Outline your approach for carrying and managing contingencies.

3.3 Proposal Submission and Site Visit Instructions

3.3.1 Location, Date, and Time for Proposal submission.

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

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





The proposals must be submitted and received at this address by 4:00pm (AST) on November 12, 2013. Faxes and/or emails of proposals **will not be accepted.** Timely receipt and correct direction of the proposals shall be the sole responsibility of the Proponent.

Please ensure the following:

- ✓ You have attended the Mandatory Site Visit on October 29, 2013 at 1:00 pm (AST) in Halifax, Nova Scotia, Canada.
- ✓ Your proposal is complete at proposal solicitation closing date and time.
- ✓ Your proposal is clearly marked with project description, your name, and address is written <u>on the outside of the envelope</u>.
- ✓ You have provided one (1) original signed document.
- ✓ You have provided four (4) copies.
- ✓ You have provided one (1) electronic copy of your proposal in PDF format on USB key.

3.3.2 Enquires during Solicitation Process

All enquiries regarding the proposal solicitation shall be submitted in writing or by email by <u>November 1, 2013 by 2:00 pm AST</u>. Questions received after this time will not be answered. Answers to questions will be provided on ongoing bases and will be issued as addenda. Direct enquiries to:

Ashley MacPherson, Office Manager 2nd Floor, 1099 Marginal Road Halifax, Nova Scotia B3H 4P7 amacpherson@pier21.ca

To ensure consistency and quality of information provided to Proponents, the Office Manager will provide, simultaneously to all, any information in respect to enquiries received and the replies to such enquiries without revealing the sources of enquiries.

All enquiries and other communications with the Museum or Museum Consultant throughout the solicitation are **not permitted**. Proponents are only permitted to communicate with the Office Manager. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent's proposal.

Proponents shall promptly examine all documents and addenda comprising this RFP and shall report any errors, and seek clarification of apparent errors, ambiguities, or other problems. It is the Proponent's responsibility to avail themselves of all the necessary information to prepare a compliant proposal in response to this RFP. The Evaluation Committee is under no obligation to seek clarification of a proposal from a Proponent.

Answers to queries will be provided on an ongoing basis and be issued as addenda throughout the solicitation period.





3.3.3 Site Visit and Notification

The site visit is **mandatory** and will be held at Pier 21 on October 29 at 1:00pm AST. **All proponents must inform the Office Manager of their intention to visit the site**. The Office Manager must be informed by email at least **one day prior** to the visit. Individuals who attend the mandatory visit must initial and sign the appropriate location in the Proposal as identified in section 3.2 of this RFP.

Ashley MacPherson, Office Manager 2nd Floor, 1099 Marginal Road Halifax, Nova Scotia B3H 4P7 amacpherson@pier21.ca

3.3.4 Proponent Amendments, Withdrawal, and Disqualification

After the closing date and time, amendments to the Proponent's proposal will not be accepted.

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

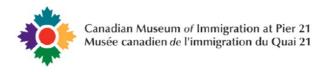
Should a Proponent's proposal be disqualified for the reasons identified in this RFP, it will be returned to the Proponent after the award of contract, and no further consideration will be given to it. Any proposal received after the Closing time and date shall be returned to the Proponent unopened.

3.4 Costs Related to Solicitation Process

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

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





4. Evaluation and Award

Proponents are hereby advised that failure to provide all of the information and documentation to the degree specified in the RFP and in the format indicated may result in their proposal being assessed as non-compliant, or in the case of rated requirements no points or lesser points will be assigned to the criteria.

Based on the best overall value to the Museum, proposals will be assessed using the criteria specified herein and on the information you have been asked to provide in your proposal (see section 3.2). Neither the qualified proposal which scores the highest number of rating points nor the one which contains the lowest cost or fee vs. construction allocation will necessarily be accepted.

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

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

4.1 Evaluation Criteria and Process

4.1.1 Criteria and Scoring

Proposals will be evaluated and scored in accordance with the following criteria. It is imperative that these criteria be addressed in sufficient depth in the Proposal. Note that Proponents must attend the Mandatory Site Visit.

Criteria	Points
Mandatory Site Visit	
Understanding of Project and Visitor Experience	25
Design-Build Approach Statement	15
Team Organization and Qualifications	15
Personnel Qualifications and Organization	10
Design-Build Experience	35
Multimedia Experience	25
Schedule and Work Plan	25
Budget	20
Fee Structure	30
Total	200



4.1.2 Process

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.

The Committee will:

- Review all proposals independently. All scores will be combined and averaged for a final score.
- Meet to review the scores and discuss each proponent's disposal
- Contact any or all references supplied by the Proponent
- Request clarifications from the Proponent. Proponents will two (2) business days to provide any necessary information requested. Failure to meet the deadline will be result in a proposal to be deemed non-compliant.
- The dollar per point scores will be ranked so the lowest score receives the highest ranking.

The Committee may choose to conduct interviews with Proponents in consideration for award. Such Proponents would only be invited if they received a score of 80% or better of the points identified above. Interviews will be scored out of an additional 50 points if required. Any Proponent asked to attend an interview will be required to attend an interview within five (5) business days. Proponents unable to attend an interview would be deemed non-compliant.

4.2 Museum's Rights

The Museum reserves the right to:

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



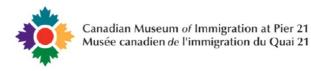


4.3 Notification, Award, and Debriefing

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

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





5. Description of Contract

The successful Proponent will be required to enter into final negotiations upon notification of selection as preferred Proponent and to execute the agreement documents within 30 calendar days. The Proposal and the price quotations must be value for a period of 90 days from the closing date of the RFP. The Museum's Procurement department will prepare all contract documentation.

The Contractor will:

- Execute the Project as described in Section 2 of this RFP.
- Follow the direction of the Museum project team on their goals and vision for the project.
- Provided monthly reports/executive summaries to the Museum Consultant and Project Manager in writing.
- Meet regularly either in person or by teleconference according to a schedule established by the Project Manager and Museum Consultant.

The Museum and/or Museum Consultant will:

- Be available to meet with the Contractor for feedback and approvals.
- Meet its obligations for providing content
- Provide the Contractor with information regarding the goals and vision for the Project.
- Coordinate access to collections either from the Museum's collections or from other collections

5.1 Period of Contract

The period for this Contract will commence upon contract award with all development, design, construction, installation, and handover activities on Museum premises completed by May 2015.

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

5.2 Description of Pricing

The Contractor must invoice the Museum monthly.





5.3 Conflict of Interest

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

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

5.4 Confidentiality

This document, or any portion thereof, may not be used for any purpose other than the submission of a proposal.

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

The individuals, or companies, participating in this RFP acknowledge and understand that the Museum is subject to the Privacy Act and Access to Information Act (ATIP), 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 indicated "Confidential" on items within their submission considered to be company confidential or proprietary information.

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

The Contractor and their employee(s) assigned to work at the Museum as part of the Contract may be asked to sign a Confidentiality Agreement before being allowed to work on Museum premises. Information obtained concerning museum security as well as the personal information of donor, staff, volunteers, and members of public is not to be disclosed.





5.5 Legislative Requirements

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

5.6 Indemnity

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

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

5.7 Negotiations

The Museum reserves the right to negotiate with Proponents prior to contract award. The 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, the 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 prices.

The Museum reserves the right to proportionally scale down its requirement as identified in the attached scope of work and award to Proponents susceptible for award from the original requirement. Negotiation of requirement may be required given funding.





5.8 Insurance

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

- Professional Liability Insurance covering the work and services described in this contract for an amount not less than two million dollars (\$2,000,000) per occurrence.
- Comprehensive General Liability Insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000).
- Proponents to provide proof of insurance as an addendum to their submission.
- If welding is to occur onsite then Insurance coverage will need to be revisited and may need to be increased and security present on site.

5.9 Joint Ventures

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

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

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

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

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



e. Where the Museum has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

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

5.10 RFP/Offer

This RFP does not constitute an offer of any nature or kind whatsoever by the Canadian Museum of Immigration at Pier 21 to any Proponent. The Museum reserves the right to reject all proposals, in whole or in part, and/or to enter into negotiations with any party to provide such products and/or services to the Museum.



Appendix A: Interpretive Plan

Appendix B: Building Plans

Appendix C: Risk Register

Appendix D: Work Breakdown Structure & Schedule