



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

Request for Proposals for Hazardous Materials Removal Services

880110-0107(2) CMIP21MCIQ21 2013-8

Date of Solicitation: October 21, 2013

Mandatory Site Visit: November 12, 2013

Closing: December 2, 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.

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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 Hazardous Materials Removal for ~35,000 square feet of permanent exhibition space and event space on the second floor of the premises (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. The landlord of the Museum site is Halifax Port Authority (hereinafter “HPA”).

The abatement work is to take place on the second floor of the following spaces; the Pier 21 Museum, Chrysler Canada Welcome Pavilion (Welcome Pavilion), Kenneth C. Rowe Heritage Hall (KCR Hall), and Mechanical Mezzanine. The Ralph and Rose Chiodo Harbourside Gallery is located on the 1st floor of Pier 21 and may be used as a storage facility by the Museum during the work periods. No abatement will occur on the 1st floor. These spaces have been outlined in yellow in **Appendix A: Building Plans**.

The Welcome Pavilion is an open reception area that greets the Museum’s guests as they enter the 2nd floor. Adjacent to the Welcome Pavilion is the Pier 21 Museum which consists of permanent exhibits and artifacts. Also adjacent to the Welcome Pavilion is the KCR Hall which is an event space rented out to clients by the Museum. The KCR Hall has a fully equipped kitchen/server area and multiple storage rooms. These spaces all contain columns and high ceilings with exposed beams.

1.1 Completion Date

The Hazardous Materials Removal work must be completed in two different periods, the first between December 14th-24th, 2013, and the second period between January 2nd-February 5th, 2014. All work must be completed on or before the last day of the stated periods, which includes removal and/or protection of exhibitions and artifacts as well as abatement work.



2. Detailed Scope of Work

2.1 Hazardous Materials Removal

A hazardous materials assessment was carried out on the museum space in June, 2013 (Hazardous Building Materials Survey – Canadian Museum of Immigration at Pier 21, August 1st, 2013, Ref. No. 17241). This assessment can be found in **Appendix B** for your review. The Museum request that the Contractor complete the work outlined in **Section 4 Discussion of Results and Recommended Control Procedures** with the exception of the following activities:

1. 4.4 Mercury Containing Devices
2. 4.5 Lead/Lithium Batteries
3. 4.6 Ozone Depleting Substances
4. 4.7 Silica
5. 4.8 Additional Items

Should the Contractor, through their experience or expertise, recommend that some of the excluded work be included, please provide justification through this RFP. This can be in an add-on section named *Additional Recommended Work* and should be complete with effort estimates in time and cost.

2.2 Authority, Project Team, and Reporting

MHPM Project Managers Inc. is the Project Management firm acting on the Museum's behalf. The Hazardous Materials Removal Contractor will report to the Museum, care of MHPM. The Contractor shall be expected to provide the following:

- Written weekly report
- Provide a summary report at the end of the two work periods

2.3 Project Outcomes

Hazardous Materials Removal will have the following outcomes:

- To complete the work as outlined in the Detailed Scope of Work;
- To achieve accepted specified hazardous materials levels that will be verified by a third party; and



- To restore the facility to its functional purpose and original aesthetic.

2.4 Museum's Requirements

The following is a list of the Museum's requirements that the Contractor shall be expected to provide and propose by:

- Paint stripping, as the suggested abatement technique, must be tested to verify that it will work as intended. If another approach is required, the work plan and contract will be revisited.
- When a space is being worked on, the remainder of the facility should be protected from the work and open for operations, including Level 1 and the office mezzanine.
- A phased approach is welcome in order to maximize facility use; for instance, working on KCR Hall, while the Pier 21 Exhibition is still open for visitors. The Museum will rely on the expertise of the Contractor to recommend a safe solution, if any.
- The areas of the Museum that undergo paint stripping must be refurbished with the same or similar paint color prior to the Museum opening.
- Kitchen equipment must be operational up to 6:00 am the day of any hazardous materials removal work begins including:
 - Walk-in fridges
 - Food warming equipment
- Kitchen spaces (large and small serveries) must be operational by 6:00 am the day after any hazardous materials removal work ends.
- The Harbourside Gallery is booked for an event on February 6th, 2014. This Gallery may be used for storage for the exhibits while abatement work is being executed. Therefore, the Harbourside Gallery space must be completely operational by end of day, February 5th, 2014.
- Rented banquet space and operational museum space must be operational the day before and the day after the hazardous materials removal work begins or ends.
- The mezzanine offices should be open for employees.
- The Contractor must give advanced notice (at least 72 hours) before any work can take place in the theatre storage room. This storage room is outlined in yellow and labeled No. 4 on the Building Plans in **Appendix A**.
- The Contractor must develop a Work Plan for both periods to complete the scope of work at least 3 weeks in advance of the first work period, for review and approval by the Museum and HPA. The Work Plan must follow the verification of the abatement technique.



- The Contractor must develop a detailed plan to protect the work areas and their contents where hazardous materials are removed.
- The Contractor must ensure that work by-product (debris, fumes, etc...) is contained within the work space, and will engage measures to protect areas of the Museum outside of the work zone, as well as adjacent tenant spaces.
- The work zone is defined.
- The Contractor will dispose of waste in accordance with regulatory requirements and protect areas, outside of the work zone, while waste is in transit.
- Contractor must propose by HPAs security and access requirements.

2.5 Out of Scope/Scope Clarification

The Contractor is not responsible for the following activities:

- Removal of artifacts from existing exhibitions
- Engagement of a third party for verification testing



3. Description of Contract

The successful Proponent may be required to enter into final negotiations upon notification of selection as preferred Proponent and to execute the agreement documents within five (5) business days. The Museum's Procurement department will prepare all contract documentation.

3.1 Period of Contract

The period for this Contract will commence upon award and will be considered complete once the abatement work is verified by a third party agency or some accepted equivalent. The Contractor shall perform and complete the Work within the allotted time frame.

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.

3.2 Accounts

The Contractor shall:

Invoice the Museum monthly;

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

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.

3.3 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 Proposal 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.

3.4 Confidentiality

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

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

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 indicate “Confidential” on items within their submission considered to be company confidential or proprietary information.

3.5 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.

3.6 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.

3.7 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).

3.8 Joint Ventures

The Proponent must clearly and explicitly state whether the proposalding 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 proposalding as a joint venture (as defined above).

3.9 Representation by Contractor

The Contractor warrants that he/she is competent to provide the Services required under this or any other Museum Agreement in that the Contractor has the necessary qualifications, including the knowledge, skill and ability to provide the Services effectively. The Contractor warrants that s/he has complete authority to enter into this Agreement.

3.10 Compliance with Applicable Laws (Fair Wages Act)

In performing its obligation under this Agreement, the Contractor 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 Contractor 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 Contractor or any Consultant retained by the Contractor shall be paid fair wages as that term is defined in the FWHLA.

3.11 Smoking

Smoking is strictly prohibited within the Museum's buildings.

3.12 Language

The internal and everyday working language of the project team will be in English.



4. Enquiries and Site Visit Instructions

4.1 Enquires during Solicitation Process

All enquiries regarding the Proposal solicitation shall be submitted in writing or by email by November 19, 2013 by 2:00 pm AST. 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 Project Manager 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.



4.2 Site Visit and Notification

The site visit is **mandatory** and will be held at the Museum on November 12, 2013 at 1:00 p.m. 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 6.4 of this RFP.

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

4.3 Proponent Amendments, Withdrawal, and Disqualification

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

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

Should a Proponent's Proposal be disqualified for the reasons identified in this RFP, it will be returned to the Proponent after the award of 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.

4.4 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.



4.5 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.



5. Proposal Submission and Evaluation

5.1 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 December 2, 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 November 12**, 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 on the outside of the envelope.
- ✓ You have provided one (1) original signed document.
- ✓ You have provided two (2) copies.

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 5.2).

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.



5.2 Evaluation Criteria and Process

4.2.1 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	--
Schedule and Work Plan	50
Fee	50
Total	100

5.2.2 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.
- Meet to review the scores and discuss each Proponent's planned schedule.
- Request clarifications from the Proponent. Proponents will have two (2) business days to provide any necessary information requested. Failure to meet the deadline will 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.

5.3 Museum's Rights

The Museum reserves the right to:

- Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience, and equipment to perform competently the work identified in this RFP.
- Cancel and/or reissue this RFP at any time; the Museum will not assume liability for any response preparation costs whatsoever.
- Request clarification or supporting data for any point in a Proponent's Proposal.
- Negotiate with the Proponent's 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.

5.4 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.



6. Forms and Submission Documentation

6.1 RFP and Award Schedule

RFP Release	October 21, 2013
Mandatory Site Visit	November 12, 2013 at 1:00pm (AST)
Deadline for Questions	November 19, 2013 by 2:00pm (AST)
Closing Date	December 2, 2013 by 4:00pm (AST)

6.2 Form of Submission

Company Information

Invitation to Tender to: Canadian Museum of Immigration at Pier 21. Please submit information as per this table.

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



6.3 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

6.4 Site Visit Attendance

Proponent agrees that they have attended the Site Visit: _____

Initial

6.5 Lump Sum

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

LUMP SUM AMOUNT Exceeding applicable taxes

6.6 Schedule and Work Breakdown

Provide a schedule and breakdown of the work within the Museum's allotted timelines. Include type of work, work hours, work days and the location of work.



6.7 Site Supervisor

Provide the name and resume of the Site Supervisor(s) onsite for the Work.

6.8 Certificate of Good Standing

Provide a Clearance Letter that confirms you are in good standing and have appropriate coverage for the Work.



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Appendix A: Building Plans



Canadian Museum of Immigration at Pier 21
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Appendix B: Hazardous Building Materials Survey