

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

Request for Proposal For General Contracting Services

Date of Solicitation: July 15, 2014 Closing: August 15, 2014

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

1.1 Background

The Canadian Museum of Immigration at Pier 21, located at 1055 Marginal Road, Halifax, Nova Scotia, Canada (hereinafter "CMIP/MCIQ") is conducting a Request for Proposal for General Contracting Services for the renovation of the existing museum exhibition spaces and the expansion of the facility rental and transition spaces located at 1055 Marginal Road, Halifax, Nova Scotia, Canada.

The services will include but are not limited to: administration, coordination, construction implementation, commissioning services, and warranty services.

1.2 Definitions

Agreement: The binding and enforceable agreement between CMIP/MCIQ and the selected Proponent to perform the Scope of Work, which is the subject matter of this RFP.

Building Team – The Museum members that will lead the building and construction part of the Museum renovation and build. The members comprise of the Building Manager, the IT Manager, the Office Manager and the Project Manager.

CMIP/MCIQ – Canadian Museum of Immigration at Pier 21

CMIP/MCIQ Contracting Authority – The Museum representative responsible for administering the GC contract.

CMIP/MCIQ IPT – The Integrated Project Team, the Museum representatives responsible for managing the major decisions and decision points of the project.

Contractor and/or General Contractor – the entity which responds to this Request for Proposal and enters into a contract with CMIP for General Contractor Services

Design Lead – Leader of the Consulting Group

Exhibit Design and Fabrication – a team comprised of designers and fabricators, represented by Kubik Inc, responsible for the design, development, construction and installation of the new exhibition spaces in RBH and KCR.

Financial Proposal – the Proposal Price based on the RFP documents, including submittals/addenda, and any break-out/alternative pricing, and requested hourly rates

Landlord – Halifax Port Authority (HPA)

Museum Spaces

Annex	Location of HVAC, Boiler Room and Museum offices located at 1099 Marginal Road
CIS	Canadian Immigration Story Exhibition (formerly KCR)
KCR	Kenneth C. Rowe Hall
RBH	Rudolph P. Bratty Exhibition Hall
WP	Welcome Pavilion





Owner or Museum - refers to: Canadian Museum of Immigration at Pier 21.

Project Architect / Consultant – a team comprised of the architects and engineering firms under contract with CMIP, represented by David J. Agro Architect Ltd., Luc Bouliane Architect Ltd. and Michael Grunsky Architects Ltd.

Project Manager – MHPM Project Managers

Proponent - in this Request for Proposal means the entire proponent's team and any sub-contractor as described within this request.

RFP – Request for Proposal - This document in its entirety and any addenda provided.

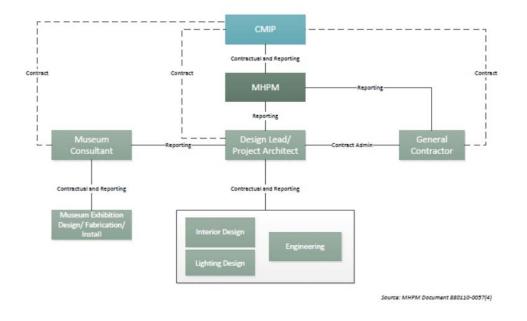
Scope of work: The work to be performed and/or goods/services furnished by the Contractor pursuant to the Agreement including all labour, materials, equipment, services and any other items, which the Proponent requires to fulfill its obligations under the Agreement.

Subcontractors – person(s) or businesses(s) that carry out work for the Contractor as part of this project.

1.3 Reporting Structure

1.3.1 An effective team made up of the GC, the Project Manager, the CMIP IPT and the Architect / Consultant will be very important for this project. The GC will be engaged in communication with this team to actively participate in the development of construction documents, estimates and schedules.

MHPM Project Managers Inc. is the Project Manager acting on behalf of CMIP/MCIQ. All project reporting will go through the Project Manager to CMIP/MCIQ. The Design Lead is a member of the Architect / Consultant's team and will have expertise in both architectural design and museum design. The Design Lead will coordinate efforts between CMIP/MCIQ and the Project Architect's Team. The Design-Build team will report to the Museum Consultant. The Design-Build contract has been negotiated and established with the Museum.







1.3.2 Reporting and Communication Requirements

The Contractor will be expected to provide the following reports:

- a) Weekly schedule updates measured against a baseline that is agreed to by the CMIP/MCIQ;
- b) Weekly construction activity projections for the following week, so CMIP/MCIQ operators can be kept apprised of interference;
- c) Minutes of meetings;
- d) Weekly non-conformance reporting; and
- e) Bi-weekly Cost Control and Change Management Status reporting.

The Contractor will be expected to attend the following meetings:

- a) Those required by Contract Administration, including but not limited to: weekly site reviews, non-conformance corrections, verifications, third party testing, including but not limited to;
- b) Bi-weekly Project Team meetings with the Owner, Project Manager, Architect / Consultant, and Landlord;
- c) Weekly Construction Meetings led by the Contractor for coordination with trades. The Architect/Consultant and Owner may option to attend these meetings;
- d) Impromptu status or incident reviews by the Landlord or Owner; and
- e) Value Engineering Meetings and output activities as required.

END OF SECTION 1



2. Scope of Work

2.1 General Project Characteristics

- 2.1.1 The complete project consists of interior demolition of the existing Pier 21 exhibition and KCR Hall and fit up of the new Pier 21 exhibition (including the theatre), New KCR Hall, and New Canadian Museum Space. To be conducted in two phases of work identified as Phase 1 and Phase 2. The portion of the work defined in this RFP is Phase 1 the fit up of the new KCR Hall and Welcome Pavilion in Shed 22 (outside of current CMIP/MCIQ occupation), as well as some overall M/E systems work for the complete project. Phase 2 is to be carried as a Cash Allowance within the response to this RFP (as identified in the specifications). Phase 2 will be evaluated by both the Contractor and CMIP/MCIQ prior to Phase 2 Start of Construction to determine if this phase of work will remain as part of this contract for work or if it will be procured as a separate package of work.
- 2.1.2 The Halifax Port Authority is the Landlord of the building. CMIP/MCIQ occupies the second floor of Shed 21 and will be expanding into Shed 22 North on the second floor.
- 2.1.3 The first floor of Shed 21 houses the Cruise Ship Pavilion and will be open during the first construction phase. Careful planning and coordination for site access will be required to prevent disruption to the tenants.

2.2 General Project Objectives

- 2.2.1 In accomplishing the above broad objectives, this project will embody the following characteristics:
 - Distinctive positive community image;
 - High quality durable materials;
 - Cost effective construction to ensure budget compliance;
 - High quality healthy occupant environments;
 - Cost effective operation and maintenance including low energy consumption;
 - Sustainability in design and construction;
 - Barrier free environments that meet all federal, provincial and municipal codes and standards; and
 - Maintain the integrity of the historical elements of the space including the brick walls, historical doors, and clerestory windows in the museum.

2.2.2 Budget

A Construction Cost Estimate has been prepared for this project and informs the Project Budget. Unless the Owner deems otherwise, the project budget shall remain confidential. It is expected that the Proponents have sufficient experience and expertise on similar projects in Nova Scotia to develop their pricing in their response to this RFP. Proponents are to note there is a \$1,640,000 Cash Allowance identified in the Specifications – Section 01 21 00.

2.2.3 Schedule

Construction will occur in two phases. Phase 1 will comprise of Project 1 - the New KCR Hall and Welcome Pavilion. Phase 2 will comprise of Projects 2 and 3 - demolition to the existing KCR Hall and Pier 21 Museum, and fit up of the New Pier 21 Museum and New Canadian Museum.





The project is phased to allow for construction, demolition, renovation and occupancies to occur with a minimum of negative impact on the occupants.

Milestones:

Phase 1 - Project 1

Milestone	Date
Construction Start	August 25 th , 2014
Completion new kitchen space	December 1 st , 2014
Commissioning Start (to be reviewed and recommended by Contractor subject	January 2 th , 2015
to constraints and requirements)	
Construction and Handover Completion	January 15 th , 2015

Phase 2 - Project 2

Milestone	Date
Construction Start	December 1 st , 2014
Construction and Handover Completion	March 4 th , 2015

Phase 2 - Project 3

Milestone	Date
Construction Start	November 3 rd , 2014
Construction and Handover Completion	February 6 th , 2015

2.3 Contract Administration

2.3.1 Change Orders

The impact of change orders will be provided by the Contractor prior to execution. No re-evaluation of the impact of a change order will be permitted once that change order is executed.

2.3.2 **Proposed Schedule**

The following clauses apply to the Contractor's proposed schedule:

- a) Prior to contract execution, CMIP/MCIQ and the Contractor will come to agreement on a baseline schedule which will be attached to the contract. The Contractor will track progress against the baseline schedule.
- b) If the proposed end date is earlier than the required end date, CMIP/MCIQ reserves the right to change the end date to the earlier proposed date, via change order, at no cost to CMIP/MCIQ.
- c) If the proposed end date is earlier than the required end date, the float time is not for the exclusive use or benefit of either CMIP/MCIQ or the Contractor, but is a jointly owned expiring resource available to both parties as needed to meet contract milestones and contract completion date.
- d) No time extensions will be granted.





2.4 Location of the Project

The following identifies the location where the detailed service requirements are to be satisfied by the successful Contractor as specified in the Scope of Work and in the Appendices of this document. The successful Contractor will provide these services for the following site:

Canadian Museum of Immigration at Pier 21 (CMIP/MCIQ) 1055 Marginal Rd, Halifax, Nova Scotia Canada B3H 4P7

2.5 Period of Contract

The work will commence approximately **August 25th**, **2014** and will complete on or before **January 15th**, **2015**.

2.6 Form of Contract

The form of contract for the project will be the *Request for Proposal for General Contractor Services*, the *Response to the Request for Proposal for General Contractor Services* and the CCDC2-2008 Stipulated Price Contract, modified by Supplementary Conditions (Appendix A).

2.7 Insurance

- 2.7.1 The Contractor shall at its own expense obtain and maintain all insurance required by GC 11.1 of the CCDC2-2008 Stipulated Price Contract (including CCDC 41 Insurance Requirements) as modified by Supplementary Conditions (Appendix A). At the time of submitting Contractor's Proposal, the Contractor shall also provide CMIP/MCIQ with a Certificate from Contractor's insurer that it is able to obtain the insurance required by the Contract. In particular, the Contractor must have
 - a) Builder's Risk Insurance covering the work and services described in this contract up to the estimated completed value of the Work;
 - b) Comprehensive General Liability Insurance on an occurrence basis for an amount not less than five million dollars (\$5,000,000);
 - c) Automobile Liability Insurance with limits of not less than \$5,000,000;
 - d) Pollution Liability Insurance with limits of not less than \$5,000,000 per occurrence;
 - e) Automobile Insurance; and
 - f) Such other forms of Insurance as required by the Contract.

2.8 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.





2.9 Performance Evaluation

The performance of the Contractor during and upon completion of the Work may be evaluated by CMIP/MCIQ and the Project Manager. The evaluation will be based on the quality of workmanship; timeliness of completion of the Work; and the Contractor's overall management of the Work in relation to the level of effort required of CMIP/MCIQ and the Project Manager in administering the contract. Should the Contractor's performance be considered unsatisfactory, the Contractor's response/bidding privileges on future work may be suspended indefinitely.

2.10 Payments / Holdbacks

- 2.10.1 Progress Claims shall be submitted monthly and shall not be submitted by the Contractor until all work identified in the claim has been completed. Progress Claims will be payable within 30 days of an acceptable claim being submitted to the Architect/Consultant. The Architect/Consultant is responsible for payment certification, which is then submitted to the Project Manager for review and recommendation to CMIP/MCIQ. CMIP/MCIQ will review and authorize payment.
- 2.10.2 In addition to all requirements identified within the form of contract for processing progress payments, payment is also dependent upon the Contractor's signing of the Supplier Information Form (T1204).
- 2.10.3 There will be a *10% holdback* on each invoice. The holdback shall be identified on a separate line on each invoice. The holdback shall be paid to the Contractor upon acceptance and final approval of all work as identified in the form of contract. Payment shall be made by CMIP/MCIQ as identified in the form of contract or 60 days following the date on which the approved invoice is certified, whichever is later.
- 2.10.4 If any inadequacies are discovered within the Progress Claim, by any reviewing party, the payment period of the invoice shall be postponed until the Contractor remedies the inadequacy to the satisfaction of CMIP/MCIQ.

2.11 Access to Information

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

2.12 Language of the Project

The working language of the project is English. Where there are discrepancies between the French and English forms of this RFP, the English shall remain.

END OF SECTION 2



3. **RFP General Information**

3.1 Key Dates

RFP Release Date	July 15, 2014
Mandatory Site Visit	July 25, 2014 at 1:00 p.m. (ADT)
Deadline for Questions	August 6, 2014 at 5:00 p.m. (ADT)
Closing Date	August 15, 2014 at 2:00 p.m. (ADT)

3.2 Procedure

- 3.2.1 The Contractor selection process will follow a two-stage procedure. The purpose of this two stage RFP call is to confirm a list of qualifications before awarding the contract based on a Financial Proposal.
- 3.2.2 The Successful Proponent through stage one and stage two of the evaluation procedure will become part of the CMIP/MCIQ Team.
- 3.2.3 In this RFP process, Proponents must clearly demonstrate:
 - a) A full range of technical and managerial skills as required to deliver a quality product within welldefined parameters of scope, time, and cost;
 - b) An exemplary track record in the construction industry as a general contractor on projects of comparable scope and magnitude;
 - c) Relevant qualifications and experience of personnel to be assigned to this CMIP/MCIQ project;
 - d) Excellent health and safety record and rating; and
 - e) A staffed, fully functioning office in Nova Scotia.

3.3 Mandatory Site Visit

3.3.1 A Mandatory Site Visit will be comprised of a Site Visit and an Information Session. Proponents must attend a Mandatory Site Visit to be held at the Canadian Museum of Immigration at Pier 21, located at 1055 Marginal Road, Halifax, Nova Scotia:

July 25, 2014 at 1:00 p.m. (ADT)

3.3.3 Proponents are encouraged to register, via email, with the Office Manager prior to the Mandatory Site Visit, registration will also be conducted at the start of the Mandatory Site Visit.

Office Manager: Ashley MacPherson E-mail: <u>amacpherson@pier21.ca</u>

3.3.4 Proponents must report to *Ticket Counter* located on the main level of the Canadian Museum of Immigration at Pier 21, by 1:00 p.m. (ADT) for the Mandatory Site Visit. The Proponent (or representatives of the Proponent) must sign the Site Visit attendance sheet.





- 3.3.5 CMIP/MCIQ will not accept proposals from Proponents whose company was not represented and signed the registration sheet at the Mandatory Site Visit.
- 3.3.6 Each Proponent shall inspect the site and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of this Contract.
- 3.3.7 CMIP/MCIQ will provide an Information Session, immediately following the Mandatory Site Visit at which point Proponents will be permitted to ask questions.
- 3.3.8 CMIP/MCIQ will respond, in a written Addendum, to all queries from the Information Session following the Mandatory Site Visit. No information provided verbally during the site tour will be considered applicable to this RFP unless it has been provided in writing.

3.4 Mandatory Submission Requirements

3.4.1 **Technical Proposal**

In response to this RFP, the Proponent must submit the proof of following documents:

- a) Response to the Mandatory Submittal Documentation requirements in Section 5;
- b) Proof of insurance. The Proponent must submit either a Certificate of Insurance or must submit an Undertaking of Insurance Letter from Proponent's insurance carrier confirming that the insurance carrier is able to provide the specified required insurance (at Proponent's expense) prior to award of the Contract;
- c) Proof of being able to work in Nova Scotia. Acceptable proof of being able to work in Nova Scotia could be confirmation of registration with the *Workplace Safety and Insurance Board (WSIB) of Nova Scotia*, or other legal document, as long as it can serve as proof of being able to legally work in Nova Scotia;
- d) A current Certificate of Recognition issued by a recognized Nova Scotia occupational health and safety organization that confirms the Contractor's compliance with the Nova Scotia Occupational Health and Safety Act and Regulations.
- e) A clearance from the Workers Compensation Board of Nova Scotia as a company in good standing.

3.4.2 Financial Proposal

In response to this RFP, the Proponent must submit the proof of following documents with the Financial Proposal, in a separate sealed envelope:

- a) Completed Financial Proposal Form;
- b) A Bid Bond, meeting the requirements for Bid Bonds, as detailed in Section 5.
- c) Performance Bond and Labour & Material Bond, as detailed in Section 5

3.5 Location Date and Time for Submission of Proposals

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



Canadian Museum of Immigration at Pier 21 (CMIP/MCIQ) 2nd Floor, 1099 Marginal Road Halifax, Nova Scotia B3H 4P7 Attn: Ashley MacPherson, Office Manager

The proposals must be submitted and received at this address by August 15, 2014 at 2:00 p.m. (ADT). 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 provided one (1) original signed & bound document.
- ✓ You have provided four (4) unbound copies.
- ✓ You have provided one (1) electronic copy on a USB memory stick.

3.5.2 Enquires During the Solicitation Process

a. All enquiries regarding the proposal solicitation shall be submitted in writing or by email by 5:00 p.m. (ADT), August 6, 2014. Questions received after this time will not be answered. Answers to questions will be provided on ongoing basis and will be issued as addenda. Direct enquiries to:

Ashley MacPherson, Office Manager <u>Email:</u> amacpherson@pier21.ca

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

3.6 Proponents' Responsibilities

3.6.1 CMIP/MCIQ requires that each proposal, at closing date and time, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be clearly identified. The Proponent must have the legal capacity to contract. If a Proponent is a sole proprietorship, a partnership, or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a Proposal as a joint venture.





It is the Proponent's responsibility to:

- 3.6.2 Obtain clarification of the requirements contained in the Proposal solicitation, if necessary, before submitting a Proposal;
- 3.6.3 Prepare its Proposal in accordance with the instructions contained in the Proposal solicitation;
- 3.6.4 Submit by closing date and time a complete Proposal;
- 3.6.6 Ensure that the Proponent's name, return address, the Proposal solicitation number, and Proposal solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the Proposal; and,
- 3.6.7 Provide a comprehensible and sufficiently detailed Proposal, including all requested details, which will permit a complete evaluation in accordance with the criteria set out in the Proposal solicitation.

3.7 Proponents' Code of Conduct

- 3.7.1 Proponents must comply with the <u>Code of Conduct for Procurement</u>. As part of this Code of Conduct, the Proponents must respond to Proposal solicitations in an honest, fair and comprehensive manner must accurately reflect their capacity to satisfy the requirements stipulated in the Proposal solicitation and resulting contract, submit Proposals and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - a) Payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
 - b) Corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
 - c) By submitting a Proposal, the Proponent certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Proponent nor any of the Proponent's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
- 3.7.2 For the purpose of this section, business concerns, organizations or individuals are Proponent's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Proponent that is charged or convicted, as the case may be.
- 3.7.3 CMIP/MCIQ will declare non-responsive any Proposal in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by CMIP/MCIQ.
- 3.7.4 In circumstances where a Proponent or any of the Proponent's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsection 1 and 3, the Proponent must provide with its Proposal, a certified copy of confirming documentation from the Competition Bureau of Canada indicating





that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.

3.7.5 The Proponent or any of the Proponent's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this Proposal solicitation.

3.8 Previous Communications between CMIP/MCIQ and Proponents

The Proposal solicitation documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Proponent from any source are not relevant and not to be relied upon by the Proponents. Proponents should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Proponents should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

3.9 Amendments to Proponent's Proposal

- 3.9.1 After the Proposal closing date and time, amendments to the Proponent's Proposal will not be accepted. CMIP/MCIQ may request clarifications.
- 3.9.2 Any amendment on or before the date and time set for the closing of Proposals must clearly indicate what part of the Proposal the amendment is intending to modify or supplement.
- 3.9.3 Any amendment must be submitted in writing to the Office Manager, by letter provided the revision is received at the office designated for the receipt of Proposals, on or before the date and time set for the closing of Proposals.
- 3.9.4 A revision to a unit price Financial Proposal must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

3.10 Addenda

- 3.10.1 CMIP/MCIQ hereby reserves the right in its sole discretion to amend this RFP at any time prior to the close of the RFP in the form of an addendum.
- 3.10.2 Each Proponent is responsible for seeking clarification from CMIP/MCIQ of any question, matter or requirement which the Proponent considers to be unclear, ambiguous or inconsistent. If CMIP/MCIQ considers a question to be relevant to all Proponents, CMIP/MCIQ will provide both the question and the written answer in the form of an addendum.
- 3.10.3 CMIP/MCIQ will post all addenda, along with all documents pertaining to this RFP.
- 3.10.4 CMIP/MCIQ reserves the right to reject any Proposal that fails to identify addenda issued against this RFP.



3.11 Rejection/Disqualification of Proposal

Should a Proponent's proposal be disqualified for any reason, the Financial Proposal will be returned to the Proponent after the award of the contract, and no further consideration will be given to it.

CMIP/MCIQ reserves the right to reject any and all proposals. Neither the lowest nor any proposal will necessarily be accepted. CMIP/MCIQ reserves the right to select a proposal other than the lowest price proposal based on any criteria which in its sole and absolute discretion CMIP/MCIQ deems to be in its best interests. Such criteria may or may not include price, warranty, ratings, standards, delivery time, options and quality or any other factors set out below. CMIP/MCIQ also reserves the right to accept a proposal which may in anyway be non-compliant with this Request for Proposals if, in CMIP/MCIQ's sole and absolute discretion, CMIP/MCIQ deems it to be in its best interests to do so. Not to limit the generality of the foregoing, if CMIP/MCIQ has (in its sole and absolute discretion) any concerns about any internal budget or other issues that may arise in light of the amounts and/or other criteria set out in the proposals it receives, then CMIP/MCIQ may cancel the proposal process and may (in its sole and absolute discretion) negotiate directly with any proponent or other person as CMIP/MCIQ deems fit. CMIP/MCIQ also reserves the right to request further proposals if an agreement cannot be reached with any of the proponents. By participating in this proposal process, each proponent is deemed to have waived any and all rights to make any type of claim whatsoever against CMIP/MCIQ arising out of this proposal process.

CMIP/MCIQ may also reject a Proposal where any of the following circumstances is present:

- 3.11.1 Evidence, satisfactory to CMIP/MCIQ, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any subcontractor included as part of the Proposal;
- 3.11.2 Evidence satisfactory to CMIP/MCIQ that based on past conduct or behavior, the Proponent, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly with respect to current or prior transactions with the Government of Canada and/or CMIP/MCIQ:
 - a) Canada/CMIP/MCIQ has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Proponent, any of its employees or any subcontractor included as part of the Proposal;
 - b) Canada/CMIP/MCIQ determines that the Proponent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Proponent performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being proposed on.
 - c) The Proponent, or any employee or subcontractor included as part of the Proposal, has been convicted under Section 121 ("Frauds on the Government" & "Contractor subscribing to election fund") or 124 ("Selling or purchasing office") or 148 ("Selling defective stores to Her Majesty") of the Criminal Code.
- 3.11.4 CMIP/MCIQ reserves the right to apply additional scrutiny, in particular, when multiple Proposals are received in response to a proposal solicitation from a single proponent or a joint venture. CMIP/MCIQ reserves the right to:





- i. reject any or all of the Proposals submitted by a single Proponent or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- ii. reject any or all of the Proposals submitted by a single Proponent or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to CMIP/MCIQ.

3.12 Applicable Taxes

- 3.12.1 Proposals must not include any amounts for the applicable taxes, and tax shall not be included when calculating the amount of any Financial Proposal security or contract security, which may or may not be required.
- 3.12.2 Any amount levied in respect of tax will be billed by the Contractor as a separate item in a progress claim/invoice submitted by the Contractor, and will be paid to the Contractor in addition to the amount approved by the CMIP/MCIQ for work performed under the contract. The Contractor will be required to remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.

3.13 Marking the Confidentiality of Proponent's Information

All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's proposal, which in the Proponent's opinion, are of a proprietary or confidential nature shall be clearly marked "PROPRIETARY" or "COMPANY CONFIDENTIAL" at each relevant item or page or in a statement covering the entire proposal. The Proponent shall clearly identify any proprietary or confidential information as such and specify the desired treatment of such proprietary or confidential information.

3.14 Conflict of Interest

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

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





3.15 Costs Related to RFP Responses

- 3.15.1 All costs and expenses incurred by the Proponent related to the preparation of the proposal shall be borne by the Proponent. CMIP/MCIQ is not liable to pay such costs and expenses or to reimburse or to compensate the Proponents under any circumstance.
- 3.15.2 CMIP/MCIQ 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.

3.16 Conditions of the RFP

- 3.16.1 The instructions, clauses and conditions identified in the Proposal solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the Proposal solicitation and resulting contract as though expressly set out in the Proposal solicitation and resulting contract.
- 3.16.2 If for any of the stated reasons below, OR for any other reasons, the successful Contractor cannot fulfill the requirements of this Contract, CMIP/MCIQ reserves the right to ask the next qualified Proponent to take over the Contract.
 - a) If the Proponent withdraws or amends all or any part of its proposal at any time after the Closing Date and time and prior to the Contract award; OR
 - b) If CMIP/MCIQ does not receive the signed Contract, within fifteen (15) calendar days of the delivery of the Contract to the successful Proponent for signature; OR
 - c) If the successful Contractor does not meet the requirements and conditions of the Contract, with 15 calendar days' notice from CMIP/MCIQ.

3.17 Museum's Rights

CMIP/MCIQ reserves the right to:

- 3.17.1 Reject any proposal that does not comply with the stated mandatory requirements to be met by the Proponent;
- 3.17.2 Contact any or all references supplied by Proponent to verify and validate any information submitted by them;
- 3.17.3 Verify any information provided by the Proponent through independent research, use of any government resources or by contacting third parties.
- 3.17.4 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.
- 3.17.5 Cancel and/or reissue this RFP at any time; CMIP/MCIQ will not assume liability for any response preparation costs whatsoever.
- 3.17.6 Request clarification or supporting data for any point in a Proponent's proposal.
- 3.17.7 Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFP.
- 3.17.8 Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and are issued prior to the RFP closing date. CMIP/MCIQ may do so without incurring any liability whatsoever to any of the Proponents.
- 3.17.9 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 CMIP/MCIQ without payment or liability for payment.





3.18 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. CMIP/MCIQ 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 CMIP/MCIQ.

END OF SECTION 3



4. Evaluation and Selection Criteria

4.1 Evaluation Committee

The Evaluation Committee will include representation from key stakeholder areas. The Evaluation Committee has the right to:

- a. Contact any or all references supplied by the Proponent for verification of services provided.
- b. Request clarifications from the Proponent.

If clarifications are sought, Proponents will have 2 working days, unless otherwise indicated by the CMIP, to provide the necessary information or documentation to the CMIP/MCIQ Contracting Authority regarding clarifications. Failure to meet this deadline without the written consent of the CMIP/MCIQ may result in the proposal being deemed Non-Responsive.

4.2 Evaluation Process

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

4.2.2 Review of Technical Proposal

- a) The Technical Proposal will be reviewed to ensure it fulfills all mandatory requirements. Any response that fails to meet any of the mandatory requirements of the RFP will be deemed non-responsive and will not be considered further. At that point, CMIP/MCIQ will return the Financial Proposal to the Proponent, unopened. Any forms requiring legal signature must have been signed by person(s) with the authority to bind the company. Signature indicates their full acceptance and compliance with the mandatory conditions contained in this RFP.
- b) It is the Proponent's responsibility to ensure that the contact names and numbers and email address supplied in relation to past project "experience" are valid and all other information supplied is accurate. CMIP/MCIQ may contact Proponent's past project contacts.

4.2.3 Review of Financial Proposal

- a) CMIP/MCIQ reserves the right to only review Financial Proposals of the Proponents who have met the minimum requirements identified for submission in the Technical Proposal.
- b) CMIP/MCIQ reserves the right to determine the successful Proponent on the basis of which proposal provides the best overall value to CMIP. This evaluation will be combined evaluation of both the Financial Proposals and Technical Proposals from those Proponents who have met the minimum requirements in their Technical Proposal.

4.2.4 Conditions of Proposal Evaluation and Contract Award:

a) The Proponent must ensure that the subcontractors, or persons, proposed in their proposal will be available at the appropriate time to perform the work as required, and will remain available to



perform the work in relation to the fulfillment of the requirement. Since the Evaluation is based, in part, on the experience and qualifications of these named entities, substitution of subcontractors will not be accepted.

- b) If the lowest qualified Financial Proposal exceeds CMIP/MCIQ's budget for the Project, CMIP/MCIQ reserves the right to negotiate with the Proponent of the lowest qualified Financial Proposal and/or cancel the RFP.
- c) If the Proponent with the lowest qualified Financial Proposal is lower than 75% of CMIP's budget for the Project, CMIP reserves the right to either:
 - Review the scope of work with the Proponent to ensure that there were no errors or omissions in the Proposal of the lowest qualified Financial Proposal; and/or,
 - Select another qualified Proponent for award of the contract; and/or,
 - Cancel the RFP.
- d) If less than (3) Proponents qualify, CMIP/MCIQ reserves the right to cancel the RFP.
- e) CMIP/MCIQ will consider alternative Financial Proposals as outlined in Section 5.5.
- f) CMIP/MCIQ reserves the right to cancel the RFP.

4.3 Notification and Debriefing

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

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

END OF SECTION 4



5. Mandatory Submittal Documentation

5.1 Company Information

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.

The Proponent must submit a Submittal Form with all the mandatory information requested in this section of the request. Clearly follow page number and word count instructions. Any deviation from this format may result in disqualification or lesser scores of the proposal.

Legal Name (Lead):			
2 nd Legal Name (if required):			
Full Address:			
Telephone:	Email Address:		
Name and title of person authorized to sign on behalf of the Contractor (Type or Print)			
Signature (Lead):			
Name and title of Project Contact (Type or Print)			
Telephone:	Email:		



5.2 Joint Ventures (if applicable)

The Proponent must clearly and explicitly state whether they are or are 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) Incorporated Joint Venture.
- b) Partnership Joint Venture.
- c) 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 is to the identified the lead member and 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 responding as a Joint Venture (as defined above).



5.3 Technical Proposal

5.3.1 **Project Profile Requirements and Resume Requirements**

In sections 4.4.2 - 4.4.7, you will be asked to submit details about your core team and foreman roles. A chart is given for the minimum requirements expected. Please supply information by following this format:

- a) Resume Format of Core Team Members and the foremen roles:
 - Not to exceed 2 pages, single-sided (1 page for each member)
 - Pictures are accepted but not required
- b) The Project Profiles will include the following information:
 - 1. Project description
 - 2. A description of the Contractor's scope of work
 - 3. Tender Value
 - 4. Final Contract Value
 - 5. Explanation of any gaps between the Tender Value and Final Contract Value
 - 6. Scheduled end date at time of Contract Award
 - 7. Final end date
 - 8. Explanation of any gaps between the Scheduled end date at time of Contract Award and Final end date
 - 9. Reference that:
 - Can confirm that the information above is true.
 - Can confirm that gaps identified in (5) and (8) were not attributed to the Contractor's performance.

5.3.2 **Proposed Project Team – General Contractor**

The General Contractor must propose a Project Team to fill the following roles and requirements by providing their name, proposed position, and resume providing proof of experience. The chart below indicates the minimum experience required for each team member:

CORE TEA	CORE TEAM CHART – GENERAL CONTRACTOR			
RESUME	ROLE	EXPERIENCE	SOURCE	
1.	Site Superintendent	• 10+ years of experience as a Site Superintendent	General Contractor	
2.	Project Manager	 5+ years of experience as a Project Manager 	General Contractor	
COORDIN	ATION TEAM			
3.	Mechanical/Electrical Coordinator	 7+ years of experience as a Mechanical/Electrical Coordinator Participated in this role for at least one of the profiled projects for the General Contractor, or Mechanical Electrical sub- 	General Contractor or Sub-Trade	





		trades	
4.	Commissioning Coordinator	 7+ years of experience as a Commissioning Coordinator Participated in this role for at least one of the profiled projects for the General Contractor, or Mechanical Electrical sub- trades 	General Contractor or Sub-Trade
	Additional roles may be proposed w add value for CMIP/MCIQ.	ith the justification of how their partic	ipation would

5.3.3 **Project Experience of General Contractor**

Proponents will be evaluated on a "yes" or "no" basis for each of the following requirements. Verify that selected projects involved the same core project team that is proposed for this project and that the project was contracted to you under general contract:

- a) 3 project profiles for projects that have been executed in the last (10) years that:
 - Meet or exceed \$5,000,000.00 contract value; and
 - Have a complex mechanical and electrical component where comparable projects would be considered critical environments, healthcare, laboratory, or a national museum containing artifacts.
- b) 1 project profile for a project that has been executed in the last (10) years that:
 - Was located in a secure and operating environment whether it be the client site or the landlord. The purpose of this requirement is to offer comparable experience to working at the Port of Halifax.
- c) 1 project profile for a project that has been executed in the last (10) years that:
 - Was located in a publicly accessible and operating environment.

5.3.4 **Proposed Project Team: Mechanical Sub-Contractor**

The Mechanical Sub-Contractor must propose a Project Team to fill the following roles and requirements. The chart below indicates the minimum experience required for each team member. Please submit one page maximum for:

MECHANICAL SUB-CONTRACTOR TEAM CHART		
ROLE	EXPERIENCE	
Foreman	• 7+ years of experience as a Mechanical Contractor Foreman	
	ROLE	

5.3.5 **Project Experience of Mechanical Sub-Contractor**

Proponents will be evaluated on a "yes" or "no" basis for each of the following requirements. Verify that selected projects involved the same core project team that is proposed for this project and that the project was contracted to you as a sub-contractor under a General Contractor or Construction Manager:





- a) 3 project profiles for projects that have been executed in the last (10) years that:
 - Meet or exceed \$1,500,000.00 contract value; and
 - Have a complex mechanical and electrical component where comparable projects would be considered critical environments, healthcare, laboratory, or a national museum containing artifacts.

5.3.6 **Proposed Project Team: Electrical Sub-Contractor**

The Electrical Sub-Contractor must propose a Project Team to fill the following:

	ELECTRICAL SUB-CONTRACTOR TEAM CHART		
RESUME	ROLE	EXPERIENCE	
1.	Foreman	• 7+ years of experience as an Electrical Contractor Foreman	

5.3.7 Project Experience of Electrical Sub-Contractor

The Electrical Sub-Contractor must demonstrate the following project experience Proponents will be evaluated on a "yes" or "no" basis for each of the following requirements. Verify that selected projects involved the same core project team that is proposed for this project and that the project was contracted to you as a sub-contractor under a General Contractor or Construction Manager:

- a) 3 project profiles for projects that have been executed in the last (10) years that:
 - Meet or exceed \$1,000,000.00 contract value; and
 - Have a complex mechanical and electrical component where comparable projects would be considered critical environments, healthcare, laboratory, or a national museum containing artifacts.

5.3.8 **Project Schedule**

The Proponent must submit a schedule, sufficiently detailed down to the work package level that confirms that this project can be completed within the constraints provided, which include but are not limited to:

- a) Start and End Date
- b) Events booking schedule
- c) Security limitation dependant on the Cruise Ship Schedule
- d) Critical Path

Should the schedule constraints cause a significant increase to the Proponent's Financial Proposal, CMIP/MCIQ will consider a second, alternative proposed Project Schedule to accompany an alternative Financial Proposal. The Project Schedule, and any proposed alternative Project Schedule, will be a part of the Technical Proposal. Should the Proponent provide a proposed alternative Project Schedule, it should be clearly marked and correlated to the alternative Financial Proposal, which would be in the sealed Financial Proposal envelope.



5.4 Financial Security/Bonding

5.4.1 Bid Deposit

The Financial Proposal shall be accompanied by a Bid Deposit by way of a Bid Bond, certified cheque, bank draft, irrevocable letter of credit or money order, in its original form, in the amount of 10% of the Total Proposal Price including all taxes, made payable to CMIP/MCIQ. Reproductions and copies will not be accepted. Proposals will be rejected and returned if the Bid Deposit is not contained within the Proposal package at the opening of Proposals.

This Bid Deposit is provided as assurance that, should the Proposal be accepted, a contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the Owner to the Successful Proponent.

That said Bid Deposit will be forfeited and surrendered to the Owner as liquidated damages sustained in case of failure to enter into a contract as described above, such amount being a fair and reasonable estimate of foreseeable losses.

The Bid Deposit of all Proponents will be returned after the Contract is executed with the Successful Proponent.

5.4.2 Bonding

Proponents are required to provide a performance guarantee through a Labour and Materials Payment Bond and a Performance Bond as set out in the Contract documents.

The proponent's Financial Proposal must be accompanied by an Agreement to Bond Commitment Form(s) (Performance and Labour & Materials Payment) in its original form.

Upon award of this Contract, and prior to signing of Contract documents, the Successful Proponent shall deposit with the Owner, the following documents;

- A Performance Bond for 50% of the Contract price.
- A Labour and Materials Payment Bond for 50% of the Contract price.

The Performance Bond and Labour and Materials Payment Bond shall be provided at the Contractor's sole cost in favour of CMIP/MCIQ in order to secure the due and faithful performance of the Contract.

Any costs associated with these items are the responsibility of the Proponent.

Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in the Province of Nova Scotia. All bonds may be subject to the review and approval of CMIP/MCIQ. Bonds shall be irrevocable and open for acceptance for ninety (90) days from date of closing. These bonds shall guarantee all conditions as set out in the Contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the Contractor is responsible throughout the one year period of maintenance and warranty.



5.5 Financial Proposal Form

From: ______

To: Canadian Museum of Immigration at Pier 21 (CMIP/MCIQ) 2nd Floor, 1099 Marginal Road Halifax, Nova Scotia B3H 4P7 Attn: Ashley MacPherson, Office Manager

Re: Proposal for: General Contracting Services

Having carefully examined the Proposal documents, program, specifications, we hereby offer to furnish all materials and labour necessary for the proper completion of the entire project, including all tools, equipment, supervision, permits, insurance, government sales and other taxes, (excluding H.S.T.) in accordance with the above mentioned documents for the total stipulated sum of:

 (\$)

Pricing Breakdown

If requested, any Proponent will be required to provide additional breakdown of their stipulated sum price to demonstrate the allocation of costs against various areas of work.

Breakout Pricing

The below identified Breakout prices are included in the total stipulated sum. These items may be considered for removal from the work prior to award of contract.

	Descriptions of Items	Price
1	60 ft of wall and ceiling reinstatement along landside corridor, adjacent to current KCR Hall	\$
2	Two swinging doors to be moved due to where the windows near it are placed	\$
3	Baseboard heaters to be reinstalled and controls re- established for same	\$
4	Installation of the two windows near the kitchen service doors (gridlines 35-36)	\$



5	Archway between Shed 22 North and South needs to be filled in with bricks once the New KCR Hall is complete. The new wall must meet the fire code standards. MHPM will include this in the scope of work for the Builder of Project 1	\$
6	Residual concrete pour and ramps in Shed 22	\$

The below Itemized and Alternate prices may be considered by CMIP for alteration to the contract prior to or following execution of the contract:

Itemized Prices		PRICE
1.0	Clean and Urethane Wood Ceiling (All areas)	
1.1	Clean and Urethane Wood Ceiling (Chrysler Canada Pavilion 125)	
1.2	Clean and Urethane Wood Ceiling (Kenneth C. Rowe Hall 133)	
2.0	Painting exposed steel/trusses above 12' (all areas)	
2.1	Painting exposed steel/trusses above 12' (Chrysler Canada Pavilion 125)	
2.2	Painting exposed steel/trusses above 12' (Kenneth C Rowe Hall 133)	
2.3	Painting exposed steel/trusses above 12' (Stage 145)	
3.0	Motors for Lighting Trusses	
4.0	Metal shelf/rail at top of panels	
5.0	Metal cable rail below panels	
6.0	Tectum ceiling panels (all areas)	
6.1	Paint celling and ducts/equipment in lieu of Tectum panels (all relevant areas)	
7.0	Hold open devices	
8.0	Blackout blinds (Chrysler Canada Pavilion 125)	
8.1	Blackout blinds (Kenneth C Rowe Hall 133)	
9.0	Ramp to stage and framing	
10.0	Stage Curtains	
11.0	Wood Paneling in Chrysler Canada Pavilion 125	
11.1	Add paint in lieu of wood paneling in Chrysler Canada Pavilion 125	
11.2	Wood Paneling in Kenneth C Rowe Hall 133	
11.3	Add paint in lieu of wood paneling in Kenneth C Rowe Hall 133	
12.0	New refrigerator for kitchen	
13.0	Metal Panels in Storage Rooms 133A, 133B, 141	
14.0	Fabric Wall Panels Chrysler Canada Pavilion 125	
14.1	Fabric Wall Panels Kenneth C Rowe Hall 133	

Alternates		Price
1.0	Tackable Acoustic Panels (Fabric Avanti Hardface Wall Panel P2)	
2.0	Door 133A apply painted finish instead of veneer	
3.0	Revise Doors 133B-1, 133B-2, 133B-3, 133B-4, 133A-1 to standard Hollow Metal,	





	pressed frame	
	Wall Type 10 Alternate Assembly: 10" block to underside of truss, 4" steel studs, 1/2" GWB Painted to underside of truss and 4" steel stud, insulating sound batts, and GWB painted either side, from bottom of truss to ceiling	
4.0	Replace sliding door 141 with 2 painted hollow metal doors	
5.0	Replace sliding door 133F with GWB frame)	
6.0	Delete tile in 137 and paint (glossy)	
7.0	Delete Altro Floor in 140 and Paint with kitchen grade paint	
8.0	Delete wall panels in kitchen 140 and paint with kitchen grade paint	

Contract

If our proposal is selected, we further agree to execute the Document CCDC 2–2008 Stipulated Price Contract complete with Supplementary General Conditions.

Addenda:

We acknowledge that we have received the following Addenda ______ to _____.



5.6 Signatures and Corporate Seal

This document is to be completed and included with the Financial Proposal.

As Proponent, if our Proposal is selected by CMIP/MCIQ, I/We undertake to be bound by the terms and conditions of the Contract and RFP, and provide within the specified time frames the Performance Bond, Labour and Materials Payment Bond, and the Certificate of Insurance as detailed in this RFP. The Proponent also understands that the Proposal must remain valid in all respects including price for 60 calendar days from the closing date as detailed in this RFP document.

Company: _		
	Legal Company Name of Proponent (Please Print)	
Signature: _	Authorized Representative	
-	Name & Title of Authorized Representative (Please Print)	
	Name & file of Authorized Representative (Flease Frint)	
Signature:		
	Authorized Representative	
-	Name & Title of Authorized Representative (Please Print	
Signature: _		
	Witness	
Dated at:	City Province	-
Corporate Seal:	Thisday of, 20	014
	END OF SECTION 5	





Appendix A: Supplementary Conditions

Document: CMIP MCIQ - Supplementary Conditions for CCDC 2-2008 Stipulated Price Contract – General

