



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

Request for Proposal Banquet Tables

Date of Solicitation: January 4, 2018

Proponent Conference Call: January 18, 2018 at 2 p.m. Atlantic Time

Closing: February 6, 2018 at 2 p.m. Atlantic Time

The Canadian Museum of Immigration at Pier 21 is committed to purchasing goods and services to ensure the best overall value. Procurement is conducted with due regard to applicable laws, regulations, trade agreements, internal policies, environmental considerations and competitive processes. Ensure that you have read all procurement documents carefully and that your response includes all of the information requested.

Canada

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1. Request for Proposal

1.1 Background

- 1.1.1 In this Request for Proposal (“RFP”), the Canadian Museum of Immigration at Pier 21 (hereinafter “CMI”) is seeking proposals for multi-use commercial banquet tables. Tables will be used approximately 250 times per year for meetings, trade shows and formal dinners. Banquet tables supplied must be lightweight, moveable, durable and have replaceable parts (legs). All furnishings must be delivered by March 31, 2018. For further details, refer to Section 1.3.
- 1.1.2 CMI is situated on the Halifax waterfront at Pier 21 and was established under *The Museums Act* operating as a Crown Corporation in February 2011. CMI falls under Part X of the *Financial Administration Act* (FAA), which establishes the control and accountability regime for Crown corporations. It is also subject to the *Canada Labour Code*, the *Canadian Human Rights Act*, the *Official Languages Act*, and the *Access to Information Act*.
- 1.1.3 CMI’s language of work is English.

1.2 Scope of Work

- 1.2.1 The Contractor shall supply commercial grade banquet tables and carts for multi-use spaces at CMI. Furnishings must meet ANSI/BIRMA certification, SCS Indoor Advantage and/or GREENGUARD certificate.
- 1.2.2 As part of the Contract, the Contractor shall meet with CMI to review the proposed commercial furnishings prior to final selection and ordering. During this time, CMI will select final colours and styles.
- 1.2.3 The Contractor shall deliver and install all commercial grade banquet tables at the Canadian Museum of Immigration at Pier 21 (1055 Marginal Road, Halifax, Nova Scotia, Canada) no later than March 31, 2018.

1.3 General Product Requirements

The successful firm shall supply CMI with the following:

1.3.1 Vision and Suitability

Commercial grade banquet tables shall be suitable for:

- Group collaboration and conversations

- Banquets
- School group programming
- Public programming and events

1.3.2 Lightweight

As the rental spaces at CMI are ever-changing event spaces, furnishings must be lightweight. Individual pieces of commercial furniture shall not be heavier than 50 lb or 22.7 kg.

1.3.3 Moveable

Banquet tables shall be moveable by one person with secure resting positions. Carts for tables must be able to fit through a standard 34 inches (86 cm) doorframe.

1.3.4 Durable

Banquet tables shall withstand vigorous use including set-up and teardown and shall be stain repellent. Products used must have a minimum five-year lifespan. All commercial furnishings must have a commercial grade heavy-duty wear factor.

1.3.5 Delivery and Installation

The Contractor shall deliver and install all furnishings by March 31, 2018. The date of installation shall be arranged with CMI prior to delivery to accommodate CMI's event schedule. Banquet spaces are located on the second floor of CMI. Passenger elevator access, 8 ft deep service elevator and stair access is available. A truck with a tailgate may access a loading dock for items no greater than 5000 lbs or 2269 kg. The Contractor is responsible for all unloading and installation for the Contract. CMI does not have a receiving department.

1.3.6 Warranty

Commercial furnishings supplied shall have a minimum 5-year warranty from date of installation.

1.3.7 Training

Where furniture components require special instruction to move or to install, training shall be supplied to CMI at CMI by Contractor.

1.4 Product Details

CMI requires the following:

1.4.1 Quantity and Style

Sixty (60) racetrack oval tables and four (4) carts to store and move tables.

1.4.2 Size

60"x72" racetrack oval shape.

1.4.3 Finish

Plywood core with finished surface, durable with a minimum five year warranty.

1.4.4 Legs

Collapsible legs for ease of storage that are bolted to the table top, replacement parts available.

1.4.5 Table Carts

Four (4) table carts. Carts must have wheels and casters. Carts shall not exceed 34" wide and must be able to pass through a standard doorframe.

1.4.5 Weight

Each tables is not to exceed 50 lb or 27 kg and must be easy to lift and move.

1.5 Privilege Clause

CMI reserves the right to reject any or all proposals. The lowest price or any proposal will not necessarily be accepted.

CMI reserves the right to cancel this RFP if unforeseen problems arise or if information becomes available after the RFP closing date that significantly changes the project.

2. Contract Terms and Conditions

2.1 Definitions

In this document:

- 2.1.1 The words "CMI" or "Museum" means The Canadian Museum of Immigration at Pier 21
- 2.1.2 The words "Closing Date and Time" means the date and time set out on the cover page for the submission of Proposal(s) after which time no further proposals can be accepted.
- 2.1.3 The word "Agreement" or "Contract" means the agreement to be entered into between the successful proponent and CMI for the services requested.
- 2.1.4 The word "Contractor" means the successful Proponent whose proposal is selected by CMI and enters into a Contract with CMI for the request herein.
- 2.1.5 The word "Proponent" means the vendor(s) who submit proposals for the request in this document.
- 2.1.6 The words "local time" mean the local time at the Museum's address (Atlantic Time Zone).
- 2.1.7 The words "Proposal(s)", "Bids" and "Submission(s)" are to be considered as having the same meaning herein and refer to the submission by the Proponent to the request herein.
- 2.1.8 The words "RFP" means Request for Proposals.

- 2.1.9 The words “working language” refer to the working, everyday language internal to CMI. For the purposes of this document and subsequent contract, the working language is English.

2.2 Contract Term

Goods shall be delivered to CMI no later than March 31, 2018.

2.3 Legislative Requirements

- 2.3.1 The Contract shall be construed, interpreted and governed by the applicable laws in force in the Province of Nova Scotia and the laws of Canada applicable therein and the Courts of the Province of Nova Scotia shall have exclusive jurisdiction with respect to all matters relating to this contract.
- 2.3.2 The Contractor shall be responsible for compliance with all current Canadian Federal, Provincial and Municipal Acts, Orders, Regulations and Laws which exist or may come into existence during the term of the Agreement.
- 2.3.3 The working language of the Museum is English.

2.4 Indemnity

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

2.5 Insurance

Prior to the implementation of the Contract, the Contractor shall provide proof of relevant insurance policies upon the request of the Museum. These insurance policies will be at a level appropriate to carry out the services herein within the following categories:

General Liability Insurance
Professional Liability Insurance

2.6 Supplier Information Form

Payment for the Services shall commence upon the Contractor signing of the Supplier Information Form (Appendix B) and a mutually agreed upon payment schedule.

2.7 Access to Information

The Contractor acknowledges and understands that CMI is subject to the *Privacy Act* and *Access to Information Act*, and it may, as a result of specific request made under the Act, be required to release this complete document or any other documents it has received related to the contract. The Contractor must clearly indicate “Confidential” on items considered to be company confidential or proprietary information.

2.8 Notices

Any notices required or permitted to be given by the Contractor or the Museum shall be deemed to have been properly and effectively given if delivered personally, sent by facsimile, sent by e-mail or sent by registered prepaid mail to the party whom the notice is to be given.

2.9 Changes, Alterations, Amendments

Changes in the terms and conditions of the contract may be made only by written agreement of the parties.

2.10 Termination

In the event that either party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that a cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the contract without further notice.

2.11 No Promotion of Relationship

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

2.12 Assignment

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

2.13 Gender

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

2.14 Force Majeure

The Contractor is not liable for failure to perform the obligations as set out in the contract as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, labour dispute, strike or lockout. If the Contractor asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Contractor substantially fulfilled all non-excused obligations and CMI was timely notified of the likelihood or actual occurrence of the event which invoked the Force Majeure.

3. RFP Submission Information

3.1 Key Dates

RFP Release Date	January 4, 2018
Proponents Call	January 18, 2018 at 2:00 p.m. Atlantic Time
Deadline for Questions	January 24, 2018 at 2:00 p.m. Atlantic Time
Closing Date	February 6, 2018 at 2:00 p.m. Atlantic Time
Project Kick-off Estimated	Week of February 12, 2018

3.2 Form of Submission

3.2.1 Submittal Documentation Form

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

3.2.2 Language

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

3.3 Proposal Submission Instructions

3.3.1 Location, Date and Time for Proposal Submission

Proposals shall be delivered **ONLY** to the address specified below. CMI requests one (1) original and three (3) copies.

Ashley MacPherson, Procurement and Administration Manager
Canadian Museum of Immigration at Pier 21
1099 Marginal Road, 2nd Floor
Halifax, NS B3H 4P7

Proposals must be submitted and received by **February 6, 2018 at 2:00 p.m. Atlantic Time**. Faxes and/or emails of proposals will not be accepted. Timely receipt and correct direction of proposals shall be the sole responsibility of the Proponent.

3.4 Proponents Call and Enquiries

3.4.1 To ensure consistency and quality of information provided to all, the Procurement and Administration Manager will provide any information in respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of enquiries on buyandsell.gc.ca. All enquiries regarding the solicitation shall be submitted by 2 p.m. Atlantic Time on January 24, 2018. 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, Procurement and Administration Manager
Email: amacpherson@pier21.ca

Proponents are only permitted to communicate with the Procurement and Administration Manager. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent's proposal.

- 3.4.2 A **Proponents Conference Call** will be held on **January 18, 2018 at 2 p.m. Atlantic Time**. Proponents who wish to take part in the call shall dial:

1-888-653-2299
Enter ID# 5270624#

The call will be accessible in French and English. All questions and answers discussed during the Proponent Call along with any questions and answers submitted by email, will be posted as an addendum.

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

3.5 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:

- i. The incorporated joint venture.
- ii. The partnership joint venture.
- iii. 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:

- 3.5.1 That the signatories are acting and responsible jointly and severally;
- 3.5.2 That the payment of monies under the contract to the identified lead member shall act as a release from all parties;
- 3.5.3 That giving notice to CMI to the identified lead member shall act as a notice to all parties;

- 3.5.4 That CMI 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
- 3.5.5 Where CMI 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).

3.6 Amendments, Withdrawal and Disqualification

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

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

3.7 Costs Related to Solicitation Process

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

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

3.8 Conflict of Interest

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

3.9 Access to Information

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

3.10 CMI’s Rights

- 3.10.1 This RFP does not constitute an offer of any nature or kind whatsoever by CMI to any Proponent. CMI reserves the right to reject all proposals, in whole or in part, at the sole discretion of CMI.
- 3.10.2 CMI reserves the right to disqualify any Proponent in the event that its response to the RFP indicates that the manner in which the Proponent provides services may adversely affect CMI’s existing business relationships or if Public Services and Procurement Canada (PSPC) has determined the Proponent to be ineligible or suspended pursuant to the PSPC Integrity Regime.
- 3.10.3 Furthermore, CMI reserves the right to:
- i. Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work identified in this RFP.
 - ii. Cancel and/or reissue this RFP at any time; CMI will not assume liability for any response preparation costs whatsoever.
 - iii. Request clarification or supporting data for any point in a Proponent’s proposal.
 - iv. Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFP.
 - v. Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. CMI may do so without incurring any liability whatsoever to any of the Proponents.
 - vi. Maintain sole ownership of the proposals. All materials submitted by a Proponent in response to any part of this RFP shall become the sole property of CMI without payment or liability for payment.

4. Evaluation and Award

4.1 Evaluation Criteria and Process

4.1.1 Criteria and Scoring

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.

Proposals will be evaluated and scored in accordance with the following criteria.

Evaluation Criteria	Points
Shape (racetrack oval with collapsible legs)	Y/N
Size (60 inches by 72 inches)	Y/N
Weight (less than 50 lbs)	Y/N
Schedule (delivery prior to March 31, 2018)	Y/N
Finish	20
Warranty	40
Price	40
Total Points	100

4.1.2 Process

1. An Evaluation 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.
2. Scores shall be calculated by adding all criteria scores together for a total score out of 100 points. Proponents must achieve a minimum pass mark of 80% to be awarded the RFP.
3. Proponents who receive a "No" or "N" in any Section shall be deemed not qualified and their proposal will no longer be considered.
4. It is the intent of CMI that the Proponent with the highest score overall shall receive the Contract.

4.2 Notification, Award and Debriefing

CMI will provide a debriefing of a Proponent's proposal, if requested in writing within ten (10) days of notification that they have been unsuccessful. Requests must be submitted to the Procurement and Administration Manager.

5. RFP Submittal Documentation

5.1 Company Information

Request for Proposals for Commercial Banquet Tables.
Please submit information as per this table.

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

5.2 Addenda

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

Number	Date Issued

5.3 Shape, Size and Weight

Please provide the following information and an example of the proposed product.

Shape

Please confirm your product is Racetrack Oval with collapsible legs.

Confirmation Signature

Size

Please confirm that your table is 60 inches by 72 inches.

Confirmation Signature

Weight

Please confirm that the weight of each table does not exceed 50 lb / 27 kg. _____

Confirmation Signature

Schedule

Please confirm that the tables will arrive prior to March 31, 2018.

Confirmation Signature

5.4 Finish

Please provide finish details for:

- 5.4.1 Table Tops
- 5.4.2 Table Legs
- 5.4.3 Carts

5.5 Warranty

Please provide warranty details for:

- 5.5.1 Table Tops
- 5.5.2 Table Legs
- 5.5.3 Carts

5.6 Price

Please provide the following breakout of pricing exclusive of 15% taxes. All pricing must be in Canadian Dollars. All products must be delivered by March 31, 2018.

Item	Cost Per Unit	Cost
Tables		60 tables =
Carts		4 carts =
	Delivery	
	Other (please explain)	
	Total Cost	

5.9 Supplier Statement

WE: _____ (Supplier Name)

- 5.9.1 DO HEREBY OFFER to the Canadian Museum of Immigration at Pier 21 to diligently and faithfully provide the services in accordance with the terms and conditions of the RFP.
 - 5.9.2 AND WE HEREBY AFFIRM AND CERTIFY that we:
 - i. Have examined to our satisfaction all conditions affecting the Scope of Work.
 - ii. Have carefully studied the RFP, including all addenda.
 - iii. Have not relied on any information or documents provided by or on behalf of the Museum other than the RFP.
 - iv. Have included the information that was required to be submitted, which information forms an integral part of the Submittal Documentation.
 - 5.9.3 AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:
 - i. The Proposal has been executed with full authority and is irrevocable, valid and open to acceptance by CMI for a period of ninety (90) full days from the Closing Date irrespective of the acceptance of any other Proposal or the issue of a notice of acceptance of another Proposal.
 - ii. This Proposal is made by the undersigned without any connection, knowledge, and comparison of figures or arrangements with any other person who might submit a Proposal for the same Work and is in all respects fair and without collusion or fraud.
 - iii. Proposed sub-Supplier (if any) have been given the opportunity to study the RFP.
-