



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

Request for Quotations

Heating, Ventilation and Air Conditioning Preventive Maintenance

Date of Solicitation: 20 December 2018

Site visit: 29 January 2019 at 1 p.m. Atlantic Time (AST)

Closing: 19 February 2019 at 2 p.m. Atlantic Time (AST)

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

Canada

Contents

- 1. Request for Quotations 3
 - 1.1 General Information.....3
 - 1.2 Scope of Work.....3
 - 1.3 Out of Scope4
- 2. Contract Terms and Conditions4
 - 2.1 Definitions4
 - 2.2 Contract Term5
 - 2.3 Legislative Requirements5
 - 2.4 Confidentiality.....5
 - 2.5 Indemnity6
 - 2.6 Insurance6
 - 2.7 Supplier Information Form7
 - 2.8 Access to Information7
 - 2.9 Contacts and Notices.....7
 - 2.10 Changes, Alterations, Amendments.....8
 - 2.11 Termination8
 - 2.12 No Promotion of Relationship8
 - 2.13 Assignment8
 - 2.14 Gender.....8
 - 2.15 Force Majeure.....8
- 3. RFQ Submission Information.....9
 - 3.1 Key Dates9
 - 3.2 Form of Submission.....9
 - 3.3 Bid Submission Instructions.....9
 - 3.4 Site Visit and Enquiries10
 - 3.5 Amendments, Withdrawal and Disqualification10
 - 3.6 Costs Related to the Solicitation Process11
 - 3.7 Conflict of Interest11
 - 3.8 Access to Information11
 - 3.9 RFQ / Offer.....11
- 4. Evaluation and Award11
 - 4.1 Evaluation Criteria and Process11
 - 4.2 CMI’s Rights12
 - 4.3 Notification, Award and Debriefing12
- 5. RFQ Submittal Documentation13
 - 5.1 Company Information13
 - 5.2 Financial Bid.....14
 - 5.3 List of Subcontractors.....15
 - 5.4 Service Manager15
 - 5.5 Certificate of Good Standing15
- Appendix A.....16

1. Request for Quotations

1.1 General Information

The Canadian Museum of Immigration at Pier 21 (hereinafter “CMI”) is seeking individuals or firms for a five-year preventive maintenance contract for work on its heating, ventilation and air conditioning systems at 1055 and 1099 Marginal Road as of April 1, 2019. The systems were installed in 2012 and 2014 and include the following units:

- Vessman Boilers (3)
- Weil McLain Boiler (steam) (1);
- McQuay Chillers (2)
- York Chiller (1)
- Air handler units (13)
- Liebert units (2);
- Daikin units (39);
- Heat pumps (3); and
- Unit heaters of various types and sizes throughout the facility.

1.2 Scope of Work

1.2.1 For the Contract Duration, the Contractor shall:

- Create and maintain an equipment list.
- Create and maintain maintenance logs for each piece of equipment on site. Update each log per visit.
- Maintain all aspects of the Museum’s humidification process.
- Troubleshoot any issue that arises and make recommendations for repairs.
- Provide 24/7 emergency call assistance for maintenance and repair. Emergency work to be billed at an hourly rate.

1.2.2 On an annual basis, the Contractor shall:

- Quarterly:
 - Provide maintenance of all mechanical equipment related to heating, ventilation, air conditioning and humidification;
 - Clean and replace all Daikin units filters;
 - Supply and replace all disposable filters (remove and properly dispose of dirty filters from the facility) to the air handler units;

- Oil all bearings; and
- Maintain water softeners.
- Semi-annually:
 - Clean all of the permanent filters in air handler units; and
 - Leak test all Chillers, compressors twice per year. In 1st quarter and 3rd quarter.
- Annually:
 - Start up of steam boiler in late September each year; and
 - Replace Liebert Steam Pot in Lower Annex Archival Storage room once per year in 2nd quarter or on failure of steam pot. There is one (1) spare steam pot kept on site.
- Year Two onward, the Contractor shall:
 - Replace all Merv 8 and 14 Hepa Filters in Year 2 and Year 4 of contract.

1.2.3 In addition, the Contractor shall:

- Replace the three (3) Boilers flame sensors as per recommended guidelines. Minimum once per contract or on failure of sensors;
- Replace steam boiler uv flame sensor once per contract in 3rd year or on failure of sensor;
- Replace all worn or broken belts as needed; and
- Supply and replace all change chemicals as needed.

1.3 Out of Scope

- HVAC controls;
- Work not included in the preventative maintenance agreement must be priced per hour and agreed upon by both parties prior to work being completed.

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 Bid(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 Bidder and CMI for the services requested.
- 2.1.4 The word “Contractor” means the successful Bidder whose bid is selected by CMI and enters into a Contract with CMI for the request herein.

- 2.1.5 The word “Bidder” means the vendor(s) who submit bids 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 Bidder to the request herein.
- 2.1.8 The words “RFQ” means Request for Quotations.
- 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

CMI’s fiscal year is April – March. The Contract will start as of April 1, 2019 and end on March 31, 2024.

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 CMI is English.

2.4 Confidentiality

- 2.4.1 The Contractor agrees to maintain security standards consistent with security policies of CMI. These may include strict control of data and maintaining confidentiality of information gained while carrying out their duties.
- 2.4.2 Information pertaining to the CMI obtained by the Contractor as result of participation in the work is confidential and must not be disclosed without a written consent from the CMI.

2.5 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.

2.6 Insurance

- 2.6.1 The Contractor must maintain insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2.6.2 The Contractor must obtain All Risks Property insurance while CMI Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000. CMI's Property must be insured on an Actual Cash Value basis.
- 2.6.3 Administration of Claims: The Contractor must notify CMI promptly about any losses or damages to CMI Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 2.6.4 The All Risks Property insurance policy must include the following:
- i) Additional Insured: CMI is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of CMI should read as follows: Canada, as represented by the Canadian Museum of Immigration at Pier 21.
 - ii) Notice of Cancellation: The Contractor will provide CMI at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - iii) Loss Payee: Canada as its interest may appear or as it may direct.
 - iv) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by CMI for any and all loss of or damage to the property however caused. The Contractor must obtain Commercial General Liability Insurance,

and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

- 2.6.5 Prior to the Contract start date, the Contractor shall submit to CMI, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

2.7 Supplier Information Form

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

2.8 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.

2.9 Contacts and Notices

- 2.9.1 Any mechanical issues will be brought to the attention of the following people:

Building Manager, at 902-456-1562 or 425-7770 ext 233

Building Coordinator, at 902-456-2040 or 902-425-7770 ext 268

- 2.9.2 Any notices required or permitted to be given by the Contractor or CMI 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.

2.10 Changes, Alterations, Amendments

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

2.11 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.

2.12 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.

2.13 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.

2.14 Gender

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

2.15 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 cause 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. RFQ Submission Information

3.1 Key Dates

RFQ Release Date	December 20, 2018
Bidder's Conference:	January 29, 2019 at 1:00 p.m. Atlantic time (AST)
Deadline for Questions	January 31, 2019
Closing Date	February 19, 2019 at 2:00 p.m. Atlantic Time (AST)
Estimated Notification Date	February 25, 2019

3.2 Form of Submission

The Bidder must submit a bid with all the mandatory information requested in this RFQ. Bidders shall submit Section 5, RFQ Submittal Documentation.

3.3 Bid Submission Instructions

3.3.1 Location, Date and Time for Submission

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

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

3.3.2 Bids must be submitted and received by **February 19, 2019 at 2 p.m. Atlantic Time (AST)**. Emails or faxes of proposals shall not be accepted. Timely receipt and correct direction of the offers shall be the sole responsibility of the Bidder.

3.4 Site Visit 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 relevant enquiries regarding the solicitation shall be submitted by email by **January 31, 2019**. 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

Bidders 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 Bidder's proposal.

- 3.4.2 A Bidder's Conference will be held on **January 29, 2019 at 1:00 p.m. Atlantic Time (AST)**. Bidders who have questions in regards to this RFQ are encouraged to attend the meeting.

Site meeting location:
Canadian Museum of Immigration at Pier 21
1055 Marginal Road
Halifax, Nova Scotia, Canada
B3H 4P7

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

3.5 Amendments, Withdrawal and Disqualification

- 3.5.1 After the closing date and time, amendments to a bid will not be accepted.
- 3.5.2 In the event that a Bidder wishes to withdraw its Bid, the Bidder shall immediately notify the Procurement and Administration Manager in writing or by email, before the RFQ closing date. Should a bid be withdrawn, it will be returned to the Bidder after the closing date, and no further consideration will be given to it.

3.6 Costs Related to the Solicitation Process

All costs and expenses incurred by the Bidder related to the preparation of the bid shall be borne by the Bidder. CMI is not liable to pay such costs and expenses or to reimburse or to compensate the Bidder under any circumstance. CMI shall not be responsible for any costs related to any delays in the RFQ, in awarding the agreement, or costs associated with any review or the approval process, or with obtaining any government approvals.

3.7 Conflict of Interest

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

3.8 Access to Information

The individuals, or companies, participating in this RFQ 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 RFQ. Participants in this process should clearly indicate “Confidential” on items within their submission considered to be company confidential or proprietary information.

3.9 RFQ / Offer

This RFQ does not constitute an offer of any nature or kind whatsoever by the Canadian Museum of Immigration at Pier 21 to any Bidder. CMI reserves the right to reject all bids, in whole or in part, at the sole discretion of CMI.

4. Evaluation and Award

4.1 Evaluation Criteria and Process

4.1.1 There shall be no public opening of the bids received in response to this RFQ.

4.1.2 Bids will be evaluated based on lowest fixed fee.

4.1.3 Process

1. CMI will review bids and determine whether the submission has met the mandatory requirements. Bidders who have not met mandatory requirements will be notified in writing. No other consideration will be made to Bids that have not met mandatory requirements.
2. The Bidder with the lowest price who meets all mandatory requirements will be recommended for award.

4.2 CMI's Rights

CMI reserves the right to:

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

4.3 Notification, Award and Debriefing

- 4.3.1 Once CMI has contacted the successful Bidder and a contract has been executed, CMI will contact unsuccessful proponents.
- 4.3.2 CMI will provide a debriefing of a Bidder's bid 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. RFQ Submittal Documentation

5.1 Company Information

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

PROJECT TITLE: Heating, Ventilation and Air Conditioning Preventive Maintenance

WE: _____
(Name of Bidder)

OF: _____
(Address)

- I. **I/WE PROPOSE** to perform the Services in accordance with the terms and conditions of the Bid Documents for the prices as stated in our attached Financial Bid. The prices are in Canadian funds and include all allowances for insurance, licensing, warranties, but exclude applicable provincial and federal value added taxes which are stated separately.
- II. **AND I/WE PROPOSE** to provide the Services in accordance with Section 1, which forms part of this Bid Form.
- III. **AND I/WE AFFIRM AND CERTIFY** that we:
 - i. Examined to our satisfaction all conditions affecting the Services and the Work.
 - ii. Carefully studied the Bid Documents, including all its addenda.
 - iii. Have full knowledge of the locality of the proposed Work, the conditions pertaining to the proper and successful provision of the Services and the materials to be furnished and used including, without limitation, every condition which may affect provision of the Services, both within the Place of the Work and adjoining areas.
 - iv. Have not relied on any information or documents provided by or on behalf of CMI other than the Bid Documents.
 - v. Have included the information that was required to be submitted, which information forms an integral part of the Bid Form.
 - vi. Are skilled in the provision of the Services required by the Contract Documents, are able to provide the Services in accordance therewith, and have experience in providing services of a similar type and scope to those required herein.

- vii. Shall deliver to the CMI, in accordance with the Contract Documents, all certificates of insurance.

SIGNATURE

SIGNED AND SUBMITTED this ____ day of _____, 2019 FOR AND ON BEHALF OF:

COMPANY:

_____ (Name)

_____ (Street Address or Postal Box Number)

_____ (City, Province and Postal Code)

_____ (HST Registration No.)

SIGNATURE: _____

NAME & TITLE: _____
I/We have the authority to bind the Corporation / Partnership / Sole-Proprietorship / Joint Venture

5.2 Financial Bid

Bidders must submit their firm rates in accordance with the Pricing Schedule detailed below.

It is MANDATORY that bidders submit firm prices/rates for the five year period of the contract for all work described in Section 1. Firm prices include all necessary tools, equipment and services, consumable materials, labour for all inspections, testing, cleaning, maintenance services as detailed in the Scope of Work (see Section 1).

5.2.1 Pricing Schedule

Year One (April 2019 – March 2020)	Year Two (April 2020– March 2021)	Year Three (April 2021 – March 2022)	Year Four (April 2022 – March 2023)	Year Five (April 2023 – March 2024)
\$	\$	\$	\$	\$

5 Year Total Fixed Fee: \$ _____ CAD exclusive of taxes



5.2.2 Hourly Rates (emergency service and repair)

Time Period	Hourly Rates
Regular Business Hours	\$
Holiday Hours	\$
Weekend and Evening Hours	\$

5.3 List of Subcontractors

Identify the subcontractors you anticipate working with.

5.4 Service Manager

Identify and provide contact information of the Service Manager(s) anticipated for the work.

5.5 Certificate of Good Standing

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



Appendix A

T1204 Supplier Information Form

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