

Request for Quotation

Interior Lighting Supply and Installation

for

Canadian Museum of Immigration at Pier 21

Halifax, Nova Scotia

November 12, 2014



Canadian Museum of
Immigration at Pier 21

Musée canadien de
l'immigration du Quai 21

Canada

Request for Quotation

Interior Lighting Supply and Installation

Table of Contents

1. INSTRUCTIONS TO BIDDERS
2. GENERAL TERMS AND CONDITIONS
3. SCOPE OF WORK

Appendices

Appendix A – Bill of Materials

Appendix B – Circuits & DATA Network

Appendix C - Circuit/Data General Riser

1.0 INSTRUCTIONS TO BIDDERS

1.1 Intent of RFQ

This Request For Quotation (RFQ) is being issued by the Canadian Museum of Immigration at Pier 21 (the Museum) for the procurement of interior lighting supply and installation, as described herein, as part of a larger project to renovate the existing museum space at the Canadian Museum of Immigration at Pier 21 on Marginal Road, Halifax, Nova Scotia.

1.2 Proposed Schedule of Events

The following key dates (subject to change) apply to the quote:

- RFQ posted on the Government Electronic Tendering Site November 12, 2014
- Question Period Closing Date November 24, 2014
- RFQ Closing Date November 28, 2014
- Acceptance of Successful Quotation December 5, 2014
- Delivery and Installation January, 2015

1.3 Submission Requirements

1.3.1 The Museum will receive quotations, executed, and dated before 2:00 p.m. Atlantic local time on November 28, 2014, by mail to 1099 Marginal Road, 2nd Floor, Halifax, NS, CANADA B3H 4P7.

1.3.2 Bidders are to submit three (3) original itemized quotations.

1.3.3 Offers submitted after the above time will not be considered.

1.3.4 Bidders shall be solely responsible for the delivery of their quotes in the manner and time prescribed.

1.4 Inquiries and Changes

1.4.1 All inquiries regarding the bid solicitation must be submitted by email to:

Attention: Ashley MacPherson
Office Manager
Email: amacpherson@pier21.ca

By: November 24, 2014

1.4.2 Verbal answers are only binding when confirmed by written addenda.

1.4.3 All inquiries and other communications with the Museum throughout the solicitation period are to be directed ONLY to the contact named above.

2.0 GENERAL TERMS & CONDITIONS

2.1 Offer Acceptance or Rejection

2.1.1 The Museum may refuse to consider a quote which has been received prior to the closing time where:

- There are omissions of significant information;
 - All addenda have not been acknowledged; or
 - There exists any other defect which, in the opinion of the Museum brings the meaning of the quote into question.
- 2.1.2 The Museum reserves the right to accept or reject any or all offers or to accept any offer deemed most satisfactory.
- 2.1.3 The Museum reserves the right to waive any informality in any or all quotes.
- 2.1.4 The Museum reserves the right to withdraw components and/or quantities indicated in the original Bill of Material details.

2.2 Cancellation of RFQ

- 2.2.1 Without limiting the Museum privilege to award the contract as otherwise specified, this RFQ may be cancelled, wholly or partially, in the sole discretion of the Museum, before or after the closing date and closing time, if:
- Financial or economic events occur which warrant cancellation;
 - Information becomes available which influences the scope of the work required;
 - All price offers among eligible, qualified quotes exceed the Museum's budget for the scope of work; or
 - Such other circumstances occur which render the project unnecessary or undesirable in sole discretion of the Museum.

2.3 News Releases/Public Announcements

- 2.3.1 Bidders shall not make news releases or public announcements concerning the RFQ or the awarding of the contract without the written consent of Cailin MacDonald, Communications Manager and then, only in coordination with the Museum.

3.0 SCOPE OF WORK

3.1 Definitions

- 3.1.1 RFQ – Request for Quote
- 3.1.2 Bidder – those parties responding to this RFQ
- 3.1.3 Contractor – the successful Bidder
- 3.1.4 Museum/Owner – Canadian Museum of Immigration at Pier 21
- 3.1.5 Project Manager – MHPM Project Managers Inc.
- 3.1.6 Lighting Designer/Consultant – Alain Couture Light
- 3.1.7 HPA/Landlord/Authority – The Halifax Port Authority
- 3.1.8 General Contractor – the Builder responsible for the interior renovation of Pier 21 and Shed 22 North, Upper Level.

3.2 Overview

- 3.2.1 The Museum building is over 100 years old and some areas and components of the building are registered as a national historical site.

- 3.2.2 The Museum is planning to renovate the existing Pier 21 space and a portion of HPA's Shed 22 North Space, Upper Level, as an expansion.
- 3.2.3 The General Contractor for the Shed 22 North Space, Upper Level (expansion) will be accessing the site through existing Museum space. The Contractor may utilize a loading dock and small freight elevator to bring in materials or carry materials up a stairwell or escalator to access the Upper Level.
- 3.2.4 For the purposes of preparing a response to this RFQ, Bidders shall assume that they must coordinate access to the site with the Museum, the Project Manager, and HPA. It is assumed that work will occur during regular working hours, Monday – Friday, and evening working hours by exception.
- 3.2.5 Work will be performed immediately as time is of the essence. It is required that the installation is complete by end of January, 2015.
- 3.2.6 The Museum requires the following plans and or schedule(s) before work begins on site:
 - 3.2.6.1 Work Plan (schedule)
 - 3.2.6.2 Site Safety Plan
 - 3.2.6.3 Hazard Assessment Plan

3.3 Detailed Scope of Work Stage and Front of House Areas

- 3.3.1 To supply, install and focus the lighting and scenic equipment as detailed in the Bill of Materials and in accordance to the specifications of the Lighting Designer/Consultant. Wherein an alternate exists, Bidders must submit in writing, the alternate for the review and approval of the Museum prior to the RFQ Question Closing Date.

- 3.3.2 Electrical Hook-ups:
 - 3.3.2.1 Dimmer Racks to be powered from the existing switched panel;
 - 3.3.2.2 Motor Power Distribution to be powered from the existing switched panel.
 - 3.3.2.3 IMPORTANT - All main electrical feed(s) and hook-ups to be completed by a licensed electrician and within the manufacturer's specification, building code and regulations.
- 3.3.3 Circuitry:
 - 3.3.3.1 All lighting fixtures on trusses to be circuited in a "semi-permanent" system using Socapex type multi-cables and run back to the dimmer room;
 - 3.3.3.2 All cables to be labelled with a sticker of ownership (CMIP-21), indication of length (resistance color code) and covered with protective transparent sleeve – heat shrink type;
 - 3.3.3.3 All circuits truss patch box to have safety chain permanently attached to it and labelled with a sticker of ownership (CMIP-21) and covered with protective adhesive transparent layer.
- 3.3.4 Lighting Fixtures:
 - 3.3.4.1 All lighting fixtures must be lamped, lensed and the plug installed prior to shipping to site;
 - 3.3.4.2 Safety Chain loop to be treaded through the yoke – NO LOOSE LOOPING;
 - 3.3.4.3 All fixtures to be labelled on the yoke with a sticker of ownership (CMIP-21) and covered with a protective transparent sleeve – heat shrink type.
- 3.4 Detailed Scope of Work for Kenneth C. Rowe Hall and Chrysler Canada Pavilion**
- 3.4.1 To provide, install and focus the lighting and scenic equipment as described in the B.O.M and in accordance to the specifications of the Lighting Designer/Consultant Wherein an alternate exists, Bidders must submit in writing, the alternate for the review and approval of the Museum prior to the RFQ Closing Date.
- 3.4.2 Electrical & Network Hook-ups:
 - 3.4.2.1 Dimmer Racks to be powered from the existing switched panel;
 - 3.4.2.2 All Data Distribution components to be powered from the existing switched panel;
 - 3.4.2.3 All grid circuits landing/terminated in junction boxes to be redirected to the Dimmer Rack according the circuit/dimmer schedule as indicated on the documentation;
 - 3.4.2.4 All ground/grid data circuits landing/terminated in junction boxes to be redirected to the appropriate Data Distribution components.
 - 3.4.2.5 IMPORTANT - All main electrical feed(s) and hook-ups to be completed by licensed electrician and within the manufacturer's specification, building code and regulations.

3.4.3 Circuitry:

3.4.3.1 All lighting fixtures on lighting grid to be circuited in the permanent system provided by the CMIP-21 and in accordance with the Designer/Consultant documentation;

3.4.3.2 All cables to be labelled with a sticker of ownership (CMIP-21), indication of length (resistance color code) and covered with protective transparent sleeve – heat shrink type.

3.4.4 Lighting Fixtures:

3.4.4.1 All lighting fixtures must be lamped, lensed and the plug installed prior to shipping to site;

3.4.4.2 Safety Chain loop to be treaded through the yoke – NO LOOSE LOOPING;

3.4.4.3 All fixtures to be labelled on the yoke with a sticker of ownership (CMIP-21) and covered with a protective transparent sleeve – heat shrink type.

3.5 Detailed Commissioning, Training and Support Scope of Work

3.5.1 The Contractor will be responsible to fully commission all systems/components of the lighting system to insure full functionality and performance. In addition, and in the presence of the Lighting Designer/Consultant, the Contractor will instruct and provide training to the key personal from the Museum who will be responsible to oversee the operation of the installation. Training shall be no less than 2 days. The language of work of the Museum is English.

4.0 Quote

4.1 Inclusions

4.1.1 All costs to purchase, transport, install and commission all of the components included in the Bill of Materials.

4.2 Exclusions

4.2.1 The Museum shall:

4.2.1.1 Provide access to the loading dock, elevator and work area(s) upon an agreed schedule;

4.2.1.2 Maintain workable room(s) temperature at all times; and

4.2.1.3 Provide and maintain electrical “work” power at all time.

5.0 Insurance, Indemnity, and Waiver

The Contractor’s Insurance: The Contractor shall, throughout the Term, at its own cost and expense, take out and keep in full force and effect and in the names of The Contractor, the Museum, the Authority and Her Majesty in right of Canada, as their respective interests may appear (evidenced by a Certificate of Insurance), the following insurance:

- (i) all-risk insurance upon property of every description and kind owned by The Contractor or for which The Contractor is legally liable (including, without limitation, signs and plate glass) and which is located on the Area in an amount of not less than the full replacement cost thereof;

- (ii) machinery insurance on a blanket repair and replacement basis with limits for each accident in the amount of not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment and miscellaneous electrical apparatus owned or operated by The Contractor or by others (other than the Museum and the Authority) on behalf of The Contractor in the Area;
- (iii) business interruption insurance in such amounts as will reimburse The Contractor for direct or indirect loss of earnings attributable to all perils insured against by The Contractor hereunder;
- (iv) comprehensive general liability insurance (including, without limitation, public liability and property damage insurance including personal injury liability, The Contractor legal liability, contractual liability and owners' protective insurance coverage with respect to the Area and The Contractor's use thereof and The Contractor's use of the Common Areas). Such policies shall be written on a comprehensive basis with inclusive limits of not less than two million dollars (\$2,000,000.00) or such higher limits as the Authority may reasonably require from time to time with provisions for severability of interest and cross-liability;
- (v) builder's all risk insurance during the performance of The Contractor's Work in an amount sufficient to cover the full value of The Contractor's Work; and
- (vi) such other form of insurance as the Authority may reasonably require from time to time in form, in amounts and for risks against which a prudent The Contractor would insure.

Policy Terms: All policies required to be written on behalf of The Contractor pursuant to this Article shall contain a waiver of any subrogation rights which The Contractor's insurers may have against the Museum, Authority, and Her Majesty in right of Canada and against those for whom the Authority is in law responsible, whether any such damage is caused by the act, omission or negligence of the Museum and Authority or those for whom the Museum and Authority is in law responsible. All policies shall have deductibles not greater than three percent (3%) of the amount insured and will be primary and not call into contribution or be in excess of any other insurance available to the Authority or any additional insureds. All policies shall be taken out with insurers acceptable to the Authority and shall be in a form satisfactory from time to time to the Authority. The Contractor agrees that certificates of insurance or if required by the Museum and Authority, certified copies of each such insurance policy, will be delivered to the Museum and Authority within thirty (30) days after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Museum and Authority in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof.

Failure to Maintain Insurance: The Contractor agrees that if it fails to take out or keep in force any insurance referred to in this Article, or should any such insurance not be approved by the Museum and Authority, and should The Contractor not rectify this situation

immediately, the Museum and Authority has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of The Contractor and all outlays by the Museum and Authority shall be immediately paid by The Contractor to the Museum and Authority without prejudice to any other rights or remedies of the Museum and Authority under this Agreement.

Authority's Insurance: The Authority shall have the option (but not the obligation) of taking out and maintaining insurance (the "Authority's Insurance") for the account and benefit of the Authority on the Authority's interest in the Area on an all risks basis and for the full replacement cost of the Area in such form and on such terms as a prudent property owner would consider appropriate. But such insurance shall not affect the obligation of The Contractor to maintain insurance as provided herein.

Risk: All buildings, structures, installations, fixtures, materials, supplies, articles, effects, property and things at any time erected, brought, placed or being on the Area shall be entirely at the risk of The Contractor in respect of loss, damage, destruction or accident from whatever cause arising.

Waiver: The Contractor shall make no claim or demand against the Museum, Her Majesty in right of Canada, the Authority, its officers, directors, employees or agents for any injury, including injury resulting in death, loss or damage to persons or property of any kind suffered or sustained by The Contractor, its officers, directors, employees or agents or by any other person which is based upon, arises out of or is connected with this Agreement, the Area or The Contractor's use or occupation of the Area. The Contractor hereby waives, as against the Museum, Her Majesty in right of Canada, the Authority, its officers, directors, employees and agents, all such claims or demands.

Indemnity in favour of Authority: The Contractor shall indemnify and save harmless the Museum, Her Majesty in right of Canada, the Authority, its successors or assigns, officers, directors, employees and agents from and against any and all liabilities, damages, costs, counsel and/or legal fees, expenses, causes of action, actions, claims, suits and judgments which the Museum, Her Majesty in right of Canada, the Authority, its successors or assigns, officers, directors, employees or agents may incur or suffer or be put to by reason of or in connection with or arising from:

- (i) any breach, violation or non-performance by The Contractor of any covenant, condition or term set forth in this Agreement or any misrepresentation made by The Contractor to the Museum and Authority;
- (ii) any damage to property of the Authority or any other person including, without limiting the generality of the foregoing, any sublessee, licensee, invitee, and any persons claiming through or under The Contractor or any sublessee, licensee, invitee or any of them, or damage to any other property, occasioned by or in connection with the

condition, use, occupation or maintenance of the Area by The Contractor or otherwise arising out of the operations of The Contractor;

- (iii) any injury to any person, including death, resulting at any time there from, occurring on or about the Area or resulting from the use or occupation of the Area by The Contractor, a sublessee or licensee, or the operations of The Contractor, a sublessee or licensee;
- (iv) any act or omission of The Contractor, its sublessee, licensees, invitees, assignees, agents, contractors, servants and employees; or
- (v) any damage to the Area occurring during the currency of this Agreement.

Notwithstanding any other provision of this Agreement, the waiver and indemnification provided for in this Article shall survive any termination of this Agreement (whether by effluxion of time or otherwise).

- 5.1.1 **Appendix A – Bill of Materials**
- 5.1.2 **Appendix B – Circuits & DATA Network**
- 5.1.3 **Appendix C - Circuit/Data General Riser**