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Request for Proposal

**Project Number LU17-032**

**ASBESTOS REMOVAL, TYPE 3**

Thunder Bay Campus

Release: February 22<sup>nd</sup>, 2018

**MANDATORY Site Visit:**

**Tuesday, February 27<sup>th</sup>, 2018 @ 10:30 AM**

**Proponents to gather at the Switchboard location, Agora, in the University Centre**

Final Date for Questions:

March 6<sup>th</sup>, 2018, at close of business

**RFP Close:**

**Tuesday, March 13<sup>th</sup>, 2018 @ 3:00:00PM local time**

(physical bid receipt only)

Start of Work:

May 2018

Works Complete

August 31<sup>st</sup>, 2018

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**ACM Type 3 Removals**  
**Lakehead University, Thunder Bay Campus**

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## SECTION I: INTRODUCTION

### 1.1 OBJECTIVE

Lakehead University invites submission of quotations for various Type 3 Removals, Type 2 Cleanings, and Type 2 Mechanical Replacements. This work shall follow Ontario Regulation 278/05.

**Proponents must be well qualified and experienced to perform the following scope of work.**

- a) Remove and dispose of existing asbestos containing materials, such as mechanical insulation, black papered duct insulation, asbestos containing dust/debris and fibrous fireproofing, from the subject areas, according to the methods described. *\*\*\*\*Anticipate overspray, in areas with fibrous fireproofing.*
- b) Replace with cementitious fireproofing and paint, as specified; "Sunrise River", #7408, by Cloverdale.
- c) Work is divided into 'projects', and shall have the price and expected project duration stated individually. Contractors may bid on selected projects, as they wish.
- d) Air sampling is required, for both Type 2 Cleanings and Type 3 Removal projects. It shall be done by True Grit Engineering. TGE shall invoice the University directly; although the General Contractor will organize and manage.
- e) General Contractor to provide its own electrical subcontractors. The University will cut power to each, individual space, where and when required. **Lead time is required; schedule appropriately.**
- f) All existing drawings and floor plans, provided at the site visit, are for reference only, accuracy is not guaranteed.

### 1.2 BACKGROUND

Lakehead University Asbestos Management Plan includes annual asbestos audits, in all buildings, built on or before 1995. Annual removals are based on these audits.

### 1.3 SCHEDULE

Mandatory Site Visit:	February 27 <sup>th</sup> , 2018
Last Question:	March 6 <sup>th</sup> , 2018
Bids Due:	March 13 <sup>th</sup> , 2018
Start Work:	May , 2018
Complete Work:	August 31 <sup>st</sup> , 2018

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## 1.4 DEFINITIONS

"RFP" means this Request for Proposal.

"Proposal" means the document issued by Lakehead University in response to which offers are invited for the performance of services therein.

"Proponent" means a vendor invited to submit a Proposal in response to this RFP.

"Proposal Submission" means the Proponent response to this RFP.

"Contract" means the agreement (if any), the purchase order, the Request for Proposal and the Respondent's Proposal and any subsequent changes.

"University" means Lakehead University.

"ACM" means Asbestos Containing Material.

"Owner" means Lakehead University.

"WHMIS" means Workplace Hazardous Materials Information System.

"MSDS" means Material Safety Data Sheet.

## SECTION II: INSTRUCTIONS TO BIDDERS

- 2.1 **Site visit is mandatory.** The site visit will commence in the **Agora**, of the University Centre, at 10:30 am. *\* Floor plans and coordinated structural drawings will be distributed at the site visit.*

**Bids submitted by bidders who were not present, will not be considered.** Thus, bids are accepted on the basis that the bidder has reviewed the site so as to compare with the contract documents, and has satisfied itself as to the conditions and means of access, and the nature and quantity of work required. No allowance will be made to the successful bidder by reason of error or neglect on its part in this respect.

- 2.2 Quotations must be received in the Lakehead University Purchasing Department, room BB1002A, **by 3:00:00 PM on Tuesday, March 13<sup>th</sup>, 2018**, in a sealed envelope; marked: **RFQ #LU17-032**

*Address submissions to:*

**GEOFFERY MATTE, Purchasing Manger  
Room BB-1002A, Braun Building  
Lakehead University  
955 Oliver Road  
Thunder Bay, Ontario P7B 5E1**

- 2.3 Quotations received after the above closing time and date will not be considered and will be returned to the bidder.

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**2.4 Two (2) completed copies of the quotation are required, in a closed, opaque envelope.**

- 2.5** Lakehead University accepts no responsibility or liability for misdirected, unreadable, incomplete bids or electronic mail questions. It is the sole responsibility of the bidder to ensure their bids and email, have been received by the authorized representative of the University in a timely manner.
- 2.5** Quotation documents **must** have **all Bid Forms completed**: Project Experience, Senior Staff; (demonstrating strength, depth, and qualifications, clearly stating team structure), **copies of all asbestos training certificates** and Subcontractors, (listing all). No amendment or change to quotations will be accepted after the closing date and time.
- 2.6** Quotation shall be originally signed, by an authorized signatory of the bidder. If the bidder is an incorporated company, the corporate seal of the bidder shall be affixed or a certified true copy of a resolution of the corporation naming the person in question as authorized to sign agreements on behalf of the corporation shall be attached to Quotation. Bidders who are sole proprietorships or partners shall sign their bid in such a way as to irrevocably bind the bidder in an authorized manner.
- 2.7** All **questions** regarding this Request for Quotation must be submitted in writing (fax, mail or email only) by **3:00:00pm, Tuesday, March 13<sup>th</sup>, 2018.**

*Address questions to:*

**GEOFFERY MATTE, Purchasing Manger  
Room BB-1002A, Braun Building  
Lakehead University  
955 Oliver Road  
Thunder Bay, Ontario P7B 5E1**

- 2.8** It is the *sole responsibility of each potential bidder* to check the Lakehead University Purchasing website on a regular basis for addendum.

<https://www.lakeheadu.ca/faculty-and-staff/departments/services/finance/purchasing/tenders>

Should any question be considered relevant to all bidders, the University will provide both the question and the written answers in an addendum, which shall be posted in the same manner and place as the original RFQ. Bidders are solely responsible for ensuring the University has a current address and fax number on file for the bidder.

- 2.9** In the event the bidder cannot comply with any term, condition, or requirement of this Request for Quotation, such non-compliance must be clearly noted on the bidder's letterhead and submitted with the quotation. Bidders are cautioned that such non-compliance may result in disqualification of the bidder's quotation. No allowance will be made for un-noted, non-compliance of any kind, by the bidder.

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- 2.10** No other representative of the University is to be contacted regarding this Request for Quotation. The University accepts no responsibility for, and the bidder agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the University.
- 2.11** The laws of the Province of Ontario shall apply to this Request for Quotation and any contract formed as a result of this Request for Quotation and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Quotation.
- 2.12** The Lakehead University's name, logo, crest, or other brand identifiers, shall not be used without the prior written consent of the University.

### **SECTION III: EVALUATION**

- 3.1** Lakehead University intends to award the contracts to the bidders whose quotation offers the best value to the University. To be clear, it is possible for one contractor to be awarded all of the projects, or some of the projects. However, the University is under no obligation to award any contract in whole or in part and the University reserves the right in its sole discretion to cancel this Request for Quotation process at any time before or after closing without providing reasons for such cancellation. The evaluation may include a bidder presentation and system demonstration.

**The lowest or any quotation may not necessarily be accepted.**

- 3.2** All quotations will be evaluated upon the following criteria:

- |    |                                    |     |
|----|------------------------------------|-----|
| a) | Price                              | 50% |
| b) | Proposed team                      | 10% |
| c) | Experienced with similar projects: | 40% |

The bidder shall be competent and possess an acceptable experience level verifying its capability of successfully performing the various items of work involved in this project.

- 3.3** Any award made by the University shall be made in writing and shall be subject to the availability of funding at the time of award (if any).
- 3.4** In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.
- 3.5** In order to obtain the most advantageous offer for the University, the University reserves the right, in its sole discretion:
- a) to waive irregularities and/or minor non-compliance by any bidder with the requirements of this Request for Quotation
  - b) to request clarification and/or further information from one or more bidders after closing without becoming obligated to offer the same opportunity to all bidders
  - c) to enter into negotiations with one or more bidders without being obligated to negotiate with, or offer the same opportunity to, all bidders.

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Bidders are advised however to submit a complete offer as their bid. Any waiver, clarification or negotiation will not be considered as an opportunity for bidders to correct errors in their bids.

- 3.6 The University shall not be responsible for any expenses or charges incurred by a bidder in preparing or submitting a quotation nor in providing any additional information considered necessary by the University for evaluation of quotations.
- 3.7 The University reserves the right in its sole discretion to amend this Request for Quotation at any time prior to close of bidding and bidders are cautioned to ensure they have received all addenda (if any) prior to submitting a bid.

## SECTION IV: AWARD OF CONTRACT

- 4.1 The successful bidder, or bidders (if any) may not assign or subcontract any of the award contracts without the prior written consent of the University.
- 4.2 **Indemnification:** The successful Bidder shall indemnify Lakehead University for all damage suffered by it as a result of the negligent actions or wrongful acts of the successful Bidder, its employees, servants and/or agents. The successful Bidder shall indemnify and hold harmless Lakehead university, its Board of Governors, students, employees, servants and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence of the successful Bidder, its employees, servants, and/or agents.
- 4.3 **General Liability Insurance and Asbestos Liability Insurance:** The successful Bidder must carry general liability insurance with a limit of not less than **\$5,000,000 inclusive per occurrence** for bodily injury (including death), and damage to property including the loss of the use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability, and non-owned automobile liability and such other types of insurance, as would be carried by a prudent person and as Lakehead University may from time to time require. Lakehead University shall be named as an **additional insured** on the policy, but only with respect to the operations of the successful Bidder.
- 4.4 This quotation shall be open for acceptance by the owner for a period of **sixty (60) days** after close date and time. The owner reserves the right to accept any quotation, and to reject any or all quotations. The contract documentation will consist of the Request for Quotation, the successful Bidder's submission, and a standard University Purchase Order. **Invoices shall be accompanied by a Workplace Safety and Insurance Board Clearance Certificate, a Statutory Declaration, and Waste Disposal records and signed Manifests; certifying that monies have been appropriately distributed.**
- 4.5 The successful bidder (if any) shall warrant its work and/or products for a period of not less than one (1) year from completion, installation or supply against all defects and deficiencies in manufacture, workmanship and installation. The successful bidder (if any) shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the University, upon notice from the University to do so, and at no cost to the University.

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**4.6** The following policies are in effect on the owner's premises and contractors performing work on these premises are required to observe their provisions:

- a) Smoking on University Premises
- b) Harassment and Discrimination Policy and Procedures
- c) Lakehead University Traffic & Parking Regulations
- d) Hot Work Permit procedure for work that involves potential sources of ignition.

Copies of these policies may be reviewed at the Physical Plant office (Avila Main Floor room number 151). For parking requirements other than short-term stops for delivery of materials, obtain and pay for parking permits in accordance with Lakehead University regulations.

**4.7 Successful bidders are to submit** the following documentation:

- a) Prior to commencement of work, (and with each invoice) a Workplace Safety and Insurance Board of Clearance Certificate
- b) Prior to commencement of work, a copy of the firm's Health and Safety Policy and Procedures, and Insurance
- c) Prior to commencement of work a list with names and contact numbers for all personnel associated with servicing the contract.
- d) CCDC Statutory Declaration, with each invoice.
- e) Certificates of Inspection for electrical installations issued by the authority having jurisdiction (when applicable)
- f) Product operation, maintenance and warranty information (when applicable)
- g) Record drawings showing "as-built" conditions (when applicable)

**4.8** Perform work in accordance with Occupational Health and Safety Act, Regulations for Construction Projects, WHMIS Regulation, and Regulation respecting Asbestos on Construction Projects in Building and Repair Operations. A report identifying asbestos containing materials which may be encountered in this project will be provided by the Owner. Erect barricades or hoarding as required to protect the public, workers and public and private property from injury or damage. Delineate project site with appropriate, legible signage. Enclose electric arc welding site with opaque screening to protect passerby from eye injury caused by flashes. Securely cover openings in building envelope resulting from construction activity to prevent entry of unauthorized persons. All persons on a project site shall wear protective headwear.

**4.9** Perform electrical work in conformity to the Ontario Electrical Safety Code. Provide Owner with minimum 24-hour advance notice of requirement for disconnecting power supply circuits. Circuits shall be locked out of service and tagged by both the Owner's electrician and the contractor's electrician, with the Owner's lock being attached first and removed last.

The Owner reserves the right to require the contractor to remove from the site any of its personnel not properly observing or complying with the safety requirements prescribed herein or policies listed in paragraph 4.8.

**4.10** Interruption of building services during occupied periods is not permitted except with Owner's express consent. Provide 24-hour advance notice of requirements for interruptions to the building services for making connections thereto. At least one week prior to intended time of interruption, arrange to review locations and condition of service shutoff equipment with owner's maintenance



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staff to ensure that it is functional and will effectively isolate the point at which connections must be made. Perform work in accordance with owner's Lock and Tag Procedure. Prior to performing work in machine rooms or other spaces containing elevator equipment, consult with the firm contracted by Owner to provide elevator maintenance service.

- 4.11** Should the successful bidder (if any) fail to remedy any defect or deficiency promptly with a reasonable time after notice to do so, the University may remedy the defect or deficiency, at the successful bidder's (if any) cost.
- 4.12** Any products supplied and installed by the successful bidder (if any) shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of the University.
- 4.13** The University and the successful bidder (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or services and no employer – employee, partnership nor agency relationship is intended or created by their agreement.
- 4.14** Notwithstanding the above, while at Lakehead University, personnel of the successful bidder (if any) must observe all regulations and policies of the University including parking and traffic regulations. Vehicles shall be parked in areas, at the successful bidder's (if any) expense, as directed by the Security Manager.
- 4.15** In addition to any rights of termination at law or in equity, Lakehead university shall have the right to terminate any contract formed with the successful bidder (if any) upon written notice to the successful bidder.

## **SECTION V: OWNER'S SAFETY REQUIREMENTS**

### **5.1 EXPECTATIONS**

It is intended that the provisions of this section be implemented for any construction project undertaken on the Owner's premises.

All provisions of this section may not apply for a given project. The Contractor is responsible for ensuring that applicable provisions are implemented.

At the request of the Contractor, for a given project the Owner shall provide direction on the applicability of any provision of this section.

### **5.2 DESCRIPTION OF WORK**

Conform to provisions of the Lakehead University HEALTH & SAFETY policy applicable to the Project, and to relevant requirements of the Physical Plant Health & Safety procedures described in this section.

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Remove from the Owner's property and dispose of hazardous materials in accordance with subsistent regulations applicable thereto and as otherwise specified. Hazardous materials include: ACM; materials contaminated with mould.

### 5.3 REFERENCES

- .1 EPA  
General – Waste Management – O.R. 347
- .2 OHSA  
Construction Projects – O.R. 213/91  
Confined Spaces – O.R. 632/05  
Control of Exposure to Biological and Chemical Agents – O.R. 833  
Designated Substance – Asbestos – O.R. 837  
Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations – O.R. 278/05  
Regulation for Industrial Establishments – O.R. 851  
WHMIS – O.R. 860  
First Aid Requirements – O.R.1101
- .3 CSA
  - i. CSA Z462, Workplace electrical safety
- .4 CSAO
  - i. Trenching Safety - Publication M026 (ISBN 0-919465-50-1)
  - ii. Basics of Fall Protection – User's Guide Publication M053 (ISBN 0-919465-86-2)
  - iii. Contractor's Guide – Effective Health and Safety Programs (ISBN 0-919465-89-7)
  - iv. Emergency Response Planning for Construction Projects – Publication B030
- .5 Trades Qualification and Apprenticeship Act
- .6 OBC
  - i. IAQ Guidelines for Occupied Buildings Under Construction – SMACNA (OBC B6.2.1.1.(1)(g))
- .7 Lakehead University Emergency Procedures & Information pamphlet
- .8 Physical Plant Procedures
  - .1 Asbestos in Non-Construction Areas
  - .2 Hot Work Permit
  - .3 Mould Protocol
  - .4 Lockout/Tagout
  - .5 Confined Space Procedure
  - .6 Electrical Safe Work Procedures

### 5.4 SUBMISSIONS

- .1 Submit to the Owner, the following documents in accordance with Submission Schedule:
  - .1 Lakehead University Contractor's Safety Checklist duly completed and signed by the representative of the Contractor at the pre-construction meeting.
  - .2 Within ten (10) days after confirmation of award:  
Contractor's workplace emergency response procedure in accordance with O.R. 213/91 s. 17(1)  
MOL Notice of Project to O.R. 213/91 s. 6(3) (if required)

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- Documentation of the supervisor's qualifications including photocopies of certificates
  - .3 Reports of hazardous materials test results within five (5) days after performance of testing therefor.
  - .4 Minutes of proceedings JHSC established pursuant to OHSA s. 9(4) within five (5) days after the date of a meeting thereof.
  - .5 Prior to Substantial Performance of the Work:  
Certificates of final inspection issued by the respective authorities having Jurisdiction.

## 5.6 FLEXIBLE ELECTRICAL CORD

Flexible cord used for transmission of electric energy to temporary electrical equipment: CSA type SOW, or more stringent designation; consisting of copper conductors having minimum 14 AWG size and receptacles of 5-15R configuration for 125 V-15 AMPERE service; bearing legible markings identifying CSA type, and quantity and gauge of conductors. If any outdoor use is required, a CSA certified, Ground Fault Interrupter (GFI) is required.

## 5.7 EXECUTION

- .1 Exercise a standard of care appropriate to the circumstances by taking all reasonable precautions to protect the health and safety of workers, the *Owner's* constituents and public personnel.
- .2 Perform the *Work* in accordance with provisions of OHSA Regulations for Construction Projects, WHMIS Regulation, Regulation respecting Asbestos on Construction Projects and in Buildings and Repair Operations, and any regulation pertaining to the Project.
- .3 Perform electrical work in conformity to the Ontario Electrical Safety Code. At the direction of the *Owner*, **immediately remove from the work place** flexible cord that does not conform to specifications in provision 5.6 of this section, or that is deemed at the discretion of the Owner solely to be unsafe or not in proper working condition.
- .4 Provide the Owner with minimum 24 hour advance notice of requirement for disconnecting power supply circuits or building mechanical services. Energy-isolating devices shall be closed, locked out of service and tagged in accordance with Reference 5.3.8, which requires the following sequence of actions by the Contractor.
  - 1 Phone the Physical Plant work order desk, 343-8273, (or from 3:30PM – 8:30AM, Security Services, 343-8569) to arrange for the lockout services of a Lakehead University employee (the operator).
  - 2 Obtain from the operator an ID number for the lockout/tagout occurrence. Ensure that the ID number and related information are entered on the Lockout Record Sheet at the lockout station for the building in which the lockout/tagout occurs.
  - 3 Ensure that the operator's padlock is secured to the lockout hasp and tagged. Secure the Contractor's padlock to the lockout hasp complete with a tag identifying the name of the worker, the date/time and the lockout/tagout ID number. Enter the necessary information, sign and date the log book at the building lockout station.
  - 4 Following completion of the Work remove the worker's padlock and tag and immediately notify the operator. Record the worker's name, date/time and lockout/tagout ID number on the Lockout Record Sheet, at the building lockout station.

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- .5 Provide a guard or other device that prevents access to any exposed more part or pinchpoint on equipment constituent to the Work that may endanger the safety of any worker.
  - .6 Establish, document and instruct workers in implementation of an emergency response procedure for the Project in accordance with Reference **5.3.8**, or equivalent guideline. Pose the procedure document conspicuously at the workplace.
  - .7 Notwithstanding any other provision herein contained, do not proceed with any work when to do so would involve any risk to the safety of persons or property. Immediately report the full circumstances of the situation to the Owner and obtain from the Owner and implement such instructions as are necessary to enable the Work to proceed without such risk.
  - .8 Immediately report to the *Owner* and authorities having jurisdiction any accident or incident involving the Contractor, *Owner*, public personnel and/or property arising from execution by the Contractor of the Work.
  - .9 The *Contractor* and any trade contractor or agent shall inform the Owner of any notices, warnings, or asserted violations issued by any authorities having jurisdiction relative to the work.
  - .10 The *Owner* reserves the right to require the Contractor to remove from the workplace any of its personnel not properly observing or complying with the Owner's prescribed safety requirements or policies.

## **5.8 SITE SECURITY**

1. Erect barricades or hoarding as required to protect the public, workers and public and private property from injury or damage.
2. Demarcate workplace with appropriate, legible signs.
3. Exercise control over the operation of construction equipment to ensure protection of vehicles and pedestrians using University or municipal thoroughfares adjacent to the workplace.
4. Enclose electric arc welding sites with opaque screening to protect passerby from eye injury caused by flashes.
5. Securely cover openings in building envelope resulting from construction activity to prevent entry of unauthorized persons.

## **5.9 FIRE SAFETY**

1. Perform work that may involve a source of ignition, or that may generate air contaminants (eg. dust) in sufficient concentration to activate smoke alarms, in accordance with Reference **5.3.8**, which requires the following sequence of actions by the Contractor:
  - 1 Review workplace and check precautions taken on right side of permit form.
  - 2 Enter information on the left side of permit form and obtain signature of Physical Plant supervisor for the Project.
  - 3 Leave PART 1 of permit form with Physical Plant supervisor

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- 4 Submit PART 2 of permit form at Security Office in University Centre –Security Services will arrange for an electrician to deactivate fire alarm signals.
  - 5 Post PART 3 of permit form at workplace.
  - 6 Complete hot work by 3:00PM and maintain a fire watch for ONE (1) hour t hereafter.
  - 7 Inform Security Services (343-8569) when fire watch has expired.
- ii. Phone 343-8911 (Security Services) to report a fire.

**END OF DOCUMENT**

**APPENDIX A – Project Descriptions & Removal List**

**APPENDIX B – Specifications for Asbestos Abatement**

**APPENDIX C – Applied Fireproofing**

**APPENDIX D – Bid Form**