



## **REQUEST FOR QUOTATION**

LAKEHEAD UNIVERSITY  
955 OLIVER ROAD  
THUNDER BAY, ONTARIO  
CANADA P7B 5E1

RFQ # AT12-035

**ATAC Emergency Generator Exhaust Stack and Fuel Oil Piping Modifications**

**2013**

**CLOSING DATE:  
Thursday, March 21 2013  
3:00:00 PM**

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## SECTION I PURPOSE AND CONTENT

- 1.1 Lakehead University invites qualified suppliers to submit quotations for the supply of Material and Labour to complete modifications of the existing exhaust stack and fuel oil supply system for the emergency generator installed in the ATAC Building at its Thunder Bay Campus in the city of Thunder Bay. This is to allow compliance with CSA B139ON-06 and O.Reg. 213/01 Ontario Installation Code for Oil Burning Equipment. For a map of our campus layout go to <http://security.lakeheadu.ca/>
- 1.2 The University requires a complete quotation to move the existing stack that is currently mounted to the outside of the building. This entails supplying and installing new hangers and reusing the existing pipe from the basement up to and above the 6<sup>th</sup> floor of the outside of the building. Rerouting and re-piping with new pipe will be required at the basement level into the building to the generator engine.  
The University also requires a complete re-pipe of the existing outside fuel oil fill into the basement of the ATAC building. This entails removal of existing piping and existing indoor fuel oil tank and replacing with new piping, fill station and fuel tank. All material, including a new tank is to be supplied by successful bidder.  
The work will require the temporary installation of a portable Emergency generator to ensure life safety systems for the building are not compromised during construction. All work to be performed as per Engineering Specification drawings 212103-M1(R2) and 212103-M2(R2).
- 1.3 The work must be carried out by certified fuel oil Technicians, mechanical Riggers and Electricians who are licensed in the province of Ontario for such work and the successful bidder must supply all required permits and inspections. Successful bidder must also adhere to all applicable codes, including but not limited to the Ontario Electrical Safety Code, Ontario Building Code and the Ontario Fire Code (2007)
- Upon completion of work, the successful bidder shall arrange and include costs to have a commissioning verification test of all impacted systems completed and inspection and sign off by TSSA Fuels Branch.
- 1.4 Not Applicable
- 1.5 Not Applicable
- 1.6 **Implementation:** Project is required to be complete by May 24, 2013.
- 1.7 **Financing Options:** Not Applicable.
- 1.8 **Payment Options**  
Progressive invoicing will be allowed, and negotiated at time of purchase order placement. Submissions will be specific in detailing supplier needs in this area. Payment terms are normally 30 days from sign-off of invoice by the department concerned.
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1.9 **Taxes:** Submissions will detail pricing, Exclusive of HST, which will be shown as extra.

1.10 **SHIPPING AND INSURANCE COSTS**

All shipping, insurance and brokerage charges to be included in the bid price  
Freight Terms are FOB – Lakehead University, Thunder Bay, Ontario

1.11 **INSTALLATION AND ON-SITE TRAINING**

To be included as a familiarization for operation and maintenance as required.

1.12 **OTHER**

All electrical and control equipment must be CSA (Canadian Standards Association) and/or ESA (Electrical Safety Authority) approved and marked  
(If ESA approval required it will be at vendor's expense)

All other mechanical certifications as specified in project drawings.

**SECTION II INSTRUCTIONS TO BIDDERS**

2.1 **QUOTATIONS MUST BE RECEIVED IN THE LAKEHEAD UNIVERSITY PURCHASING DEPARTMENT, ROOM BB-1002A, BY 3:00:00 PM ON Thursday March 21, 2012 IN A SEALED ENVELOPE MARKED RFQ AT12-035.**

**ADDRESS SUBMISSIONS TO:**

**GEOFFREY MATTE  
PURCHASING MANAGER  
ROOM BB-1002A, BRAUN BUILDING  
LAKEHEAD UNIVERSITY  
955 OLIVER ROAD  
THUNDER BAY, ONTARIO  
P7B 5E1**

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

2.3 Bidders are invited to the **mandatory** site visit Thursday March 7, 2013 at 11:00 AM at Lakehead University's ATAC Building, meet at North West end. The Lakehead University contact for this project is Steve Girvin, Manager of Operations, Physical Plant, Phone # 343 8370, email [sdgirvin@lakeheadu.ca](mailto:sdgirvin@lakeheadu.ca) .

2.4 Two copies of the quotation are required.

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- 2.5 Lakehead University accepts no responsibility or liability for misdirected, unreadable, incomplete bids or electronic mail questions and it is the sole responsibility of the bidder to ensure their bids and e-mail have been received by the authorized representative of the University in a timely manner.
- 2.6 Quotation documents must be completed in accordance with the requirements of the Request for Quotation documents and no amendment or change to quotations will be accepted after the closing date and time.
- 2.7 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(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the 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.

- 2.8 **All** questions regarding this Request for Quotation **must** be submitted in writing (fax, mail or email only) by 3:00:00 pm, Thursday, March 14, 2013.

**CONTACT INFO:**

**GEOFFREY MATTE  
PURCHASING MANAGER  
ROOM BB-1002A  
LAKEHEAD UNIVERSITY  
955 OLIVER ROAD  
THUNDER BAY, ONTARIO  
P7B 5E1  
TELEPHONE 807 343-8455  
FAX 807 346-7711  
E-MAIL [gmatte@lakeheadu.ca](mailto:gmatte@lakeheadu.ca)**

- 2.9 **It is the sole responsibility of each potential bidder to check the Lakehead University Purchasing website on a regular basis for addendum.**  
<http://finance.lakeheadu.ca/current-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.

- 2.10 In the event the bidder can not comply with any term, condition, or requirement of this Request for Quotation, such non-compliance must be clearly noted on the bidder's
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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.

- 2.11 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.
- 2.12 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.
- 2.13 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 AND AWARD**

- 3.1 Lakehead University intends to award a contract to the bidder whose quotation offers the best value to the University. 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 (including ongoing support and maintenance costs)\_\_\_\_\_ 50%
    - B) Ability to meet our required completion deadline date \_\_\_\_\_ 25%
    - C) Technical and support services \_\_\_\_\_ 10%
    - D) Experience with equipment of a similar size and nature \_\_\_\_\_ 15%
  - 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
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- 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.

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 CONTRACT**

- 4.1 The successful bidder (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: 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** and a **Statutory Declaration** certifying that monies have been appropriately
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distributed. Holdback monies will be administered in accordance with provisions of the Construction Lien Act.

- 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.
- 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:
1. Smoking on University Premises;
  2. Harassment and Discrimination Policy and Procedures;
  3. Lakehead University Traffic & Parking Regulations;
  4. 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:
1. Prior to commencement of work, (and with each invoice) a Workplace Safety and Insurance Board Clearance Certificate;
  2. Prior to commencement of work, a copy of the firm's Health and Safety Policy and Procedures.
  3. Prior to commencement of work a list with names and contact numbers for all personnel associated with servicing the contract.
  4. Shop drawings for Owner's review (when applicable);
  5. Certificates of Inspection for electrical installations issued by the authority having jurisdiction;
  6. Product operation, maintenance and warranty information;
  7. 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 sites with opaque screening to protect passersby 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.**
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- 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 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 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.
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