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REQUEST FOR PROPOSAL - RFP 2024-0014

Sault Ste. Marie Housing Corporation

Cara Community Corporation

The Lions Club of Sault Ste. Marie Housing Corporation

ELEVATOR SERVICES AND MAINTENANCE

Issue Date: Thursday August 22, 2024

1. Introduction

- 1.1. This Request for Proposal (RFP) is being issued by the Sault Ste. Marie Housing Corporation to solicit Proposals for Elevator Services and Maintenance for all properties of Sault Ste Marie Housing Service Providers listed in "Schedule A".

2. Definitions and Interpretation

The following definitions shall apply to this Request for Proposals:

- 2.1. "Addendum Issuance Deadline" means the last day that an Addendum may be issued under this RFP, as set forth in Article 14. hereto;
- 2.2. "Conflict of Interest" includes any situation or circumstance that exists now, or may reasonably arise in the future, that could give the Proponent an unfair advantage during the RFP process or compromise the ability of the Proponent to perform its obligations under the Agreement, if selected as the Successful Proponent;
- 2.3. "Elevator Maintenance" preventive maintenance required to increase elevator uptime and life span.
- 2.4. "Elevator Services" specific repairs that is outside the regular preventive maintenance.
- 2.5. "Lump Sum Amounts" means, collectively, Total Lump Sum Amount from Schedule "A" Cost Breakdown Per Property
- 2.6. "Owner" means Sault Ste. Marie Housing Service Provider:
 - Sault Ste. Marie Housing Corporation
 - Cara Community Corporation
 - The Lions Club Of Sault Ste. Marie Housing Corporation
- 2.7. "Proponent" means an entity considering submitting a Proposal;
- 2.8. "Proposal" means the proposal submitted by a Proponent in accordance with this RFP;
- 2.9. "Proposal Form" means the document attached as Appendix "A" hereto;
- 2.10. "Proposal Submission Deadline" means the time and date prior to which Proposals must be submitted by Proponents, as set forth in Article 14. hereto;
- 2.11. "Question Submission Deadline" means the time and date prior to which questions must be submitted by Proponents, as set forth in Article 14. hereto;
- 2.12. "Successful Proponent" means a Proponent, if any, that executes the Agreement with the Owner.
- 2.13. RFP includes the following:
Schedule A – Proposal Submission Form

3. General Description of Work

- 3.1. To provide service and preventive maintenance to elevators in Sault Ste. Marie for the Sault Ste. Marie Housing Service Providers.
- 3.2. This work shall commence immediately upon the Proponent being notified in writing to do so by the Owner and shall be for a period of **five (5) years** beginning upon signing of agreement and ending August 31, 2029.
- 3.3. The Proponent shall enter into agreements directly with **each Sault Ste. Marie Housing Service Provider**.
- 3.4. The proponent shall comply with the latest issue of
 - 3.4.1 CAN/CSA Standard B44 Safety Code for Elevators;
 - 3.4.2 The Elevating Devices Act and all regulations made under that Act.

4. Scope of Work - Elevator Services

- 4.1. Provide all labor, material, equipment and transportation necessary to provide ELEVATOR SERVICES for various sites in Sault Ste. Marie (Article 3 of "Schedule A").
- 4.2. The Owner will notify the Proponent that work is required at a given location and the description of work to be done. The Owner will issue a work order (W.O.) number and send a copy of the work order for action to the Proponent. The Owner will determine if this work is either NORMAL WORK or EMERGENCY WORK. If this is determined to be EMERGENCY WORK, the Proponent will be notified immediately of the work required by telephone or email.

4.2.1 NORMAL WORK

This work shall be carried out during normal working hours only and shall be completed within two (2) weeks of notification. If the work cannot be completed within this time period, the Proponent will advise the Owner and the Owner may approve an extended completion time. In no event shall work be performed at OVERTIME RATES without prior authorization of the Owner.

4.2.2. EMERGENCY WORK

This will be performed immediately and continuously until completion and will be started within two (2) hours of receipt of notification from the Owner. The Owner will authorize the rate for after-hours, weekends and statutory holidays if required for part or all such work at the time of notification.

4.2.3 Emergency work shall include, but not be limited to:

- .1 Passengers trapped in an elevator;
- .2 Report of fire or flood;
- .3 All passenger elevators in building out of service;
- .4 Any unsafe condition.

4.3. The Proponent shall offer 24/7 emergency repair services with a guaranteed response time.

4.4. Work whatever hours are necessary to put the elevator back in service in the shortest possible time. This would mean additional expenses incurred by the Proponent, i.e. over-time premium, machine or motor rewind shop expenses would be paid by the Housing Service Provider to minimize down time.

4.5. When answering call, the Proponent shall contact the designated representative of the Owner, if available, and discuss the problem and action taken.

4.6. Should a problem be of a nature that cannot be resolved satisfactorily during that visit, the Proponent shall report back to the Owner's designated representative explaining how and when the problem will be resolved.

4.7. Completion of all work to the reasonable satisfaction of the owner;

5. Scope of Work – Elevator Preventive Maintenance

5.1. Preventive Maintenance Program

5.1.1. Provide a Preventative Maintenance Program designed to prolong the

elevator equipment life and assure safe, reliable and acceptable elevator operation.

- 5.1.2. The *Proponent* shall supply log books and be filled out in accordance with Section 12, Clause 12.2.5 of the CAN3-B44-M94 Safety Code for Elevators.
- 5.1.3. The Preventative Maintenance Program shall assure elevator components are thoroughly cleaned and maintained clean, permitting unimpeded, systematic inspections of equipment, except the areas noted in Article 5.7 of this specification.
- 5.1.4. The Preventative Maintenance Program shall ensure that the Proponent's equipment inspections will result in the necessary adjustment, lubrication, repair and replacement work required to reduce and keep elevator breakdowns or malfunctions to a minimum.
- 5.1.5. All work to be executed by competent, qualified personnel, skilled in the elevator trade. Provide the Owner with names of maintenance personnel assigned to the site and their positions. State the number of mechanics and helpers, and the number of adjusters required to do the work on a regular basis.
- 5.1.6. The Site Supervisor shall plan, track and supervise all aspects of the maintenance program, including preventive maintenance, repair, adjusting and house-keeping routines to be undertaken by working personnel.
- 5.1.7. At the sole discretion of the Owner, after a meeting with the Proponent's Manager, Proponent may replace the site maintenance personnel within a maximum of 10 working days of written notification.
- 5.1.8. Outfit the site personnel to present a neat appearance. Limit their movement through the project to the actual requirements of their work.
- 5.1.9. The Proponent shall furnish each mechanic responsible for maintenance and callbacks on the elevators covered by this Agreement, with a mobile telephone located in the automobile provided to the mechanic. All costs associated with the use of the telephone for *Housing Service Provider* buildings shall be included in the Agreement price.

- 5.1.10. The Proponent shall carry out a preliminary survey of the equipment status within two (2) months of commencement of the Agreement. Carry out all work required to ascertain the status of the equipment. Carry out a complete survey of the equipment status on a yearly basis within one month of the anniversary of the Agreement.
- 5.1.11. Only first class workmanship is accepted, not only regarding safety, efficiency and durability, but also regarding neatness and accuracy of detail.
- 5.1.12. Repair unsatisfactory work at no additional cost to the satisfaction of the Owner.
- 5.1.13. Adjust and maintain the rated speed, speed control (e.g. acceleration and deceleration), levelling devices and door operation to a minimum standard consistent with the original manufacturer's specifications and standards.
- 5.1.14. Ensure that the specific work, herein described or as otherwise required in current and relevant manufacturer's instruction and manual, is done with rigid adherence to the required frequency of equipment servicing.

5.2 Parts, Oils, Tools

- 5.2.1 Provide parts (except as otherwise excluded), lubrication, hydraulic fluid, cleaning materials and tools and retain an adequate stock of normal replacement parts readily available to enable the mechanic to effect prompt repairs.
- 5.2.2 The Proponent shall ensure that all times only parts that meet the manufacturer's ratings will be installed. Should it be found that changed conditions require modification of these ratings; full information shall be provided to the Owner for approval.
- 5.2.3 The Proponent must maintain at his place of business a substantial stock of parts for the equipment under Agreement.
- 5.2.4 Supply repair or replacement parts and all components when required using only original manufacturer's replacement parts.
- 5.2.5 Where other than original replacement parts need to be installed, permission must first be obtained from the Owner, and such parts must

be CSA approved where applicable and be acceptable in accordance with CAN3-B44-M94 Safety Code for Elevators.

5.3 Maintenance Inspection Frequency

- 5.3.1 All locations are to receive monthly inspections. This is the minimum number of times that the Proponent must visit the site for the sole purpose of performing Preventative Maintenance.
- 5.3.2 Proponents shall submit detailed monthly reports on the preventive maintenance activities performed.
- 5.3.3 Upon commencement of the Agreement, the Proponent shall advise the Owner of the weeks during which the maintenance inspections will be performed.

5.4 Owner's Inspection Reports

- 5.4.1 The Proponent will receive inspection reports periodically from the Owner.
- 5.4.2 When the report indicates that a reply is required the Proponent shall reply within the time limit given as follows:
 - .1 If all deficiencies are completed the report shall be signed, dated and returned to the Owner.
 - .2 If deficiencies are of a nature that cannot be completed within the time limit given, the Proponent shall notify the Owner in writing given explanation and completion date. Upon completion, paragraph 5.4.2.1 shall apply.
 - .3 If deficiencies are of a nature which the Proponent deems to be unreasonable or not within the terms of the Maintenance Agreement, the Proponent shall reply in writing to the Owner stating his position.
- 5.4.3 The Owner's inspection reports shall form a major part of the criteria that will be used to monitor and assess the Proponent's performance and compliance with these specifications.

5.5 Elevating Devices Branch Requirements

- 5.5.1 The Proponent shall test the safety operating equipment as often as required by, and in a manner acceptable to, the Technical Standards & Safety Authority. The proponent shall assist TSSA, as required by them in performance of their inspections and tests at no extra cost to the Owner.
- 5.5.2 The Proponent shall comply with all instructions from the TSSA within the time limits specified on their report, and advise the Owner and the TSSA upon completion.
- 5.5.3 Should the Proponent not be able to complete the deficiencies due to a delay by the Owner in notifying the Proponent of the deficiencies, the Proponent shall so advise the Owner.
- 5.5.4 Should the deficiencies consist of items not covered by the terms of the Agreement, the Proponent shall immediately advise the Owner and request direction with regard to these items.
- 5.5.5 Non-compliance with the foregoing shall render the Proponent liable for any re-inspection fees.

5.6 Wiring Changes

- 5.6.1 Should any wiring changes be made to the equipment by the Proponent, the Proponent shall supply the Owner with one (1) complete set of marked-up drawings indicating all changes made and signed by an officer of the Company.

5.7 Limit of Proponent's Responsibility

- 5.7.1 Under the terms of this Proponent, the Proponent:
 - .1 Shall not be required to clean the interior of car or make repairs to finishes of car cab interiors, or car or hoistway door panels or frames or sills or buried piping or cylinders of hydraulic elevators or replace car cab illumination lamps.
 - .2 Shall not be responsible for the repair or replacement of parts damaged by fire or flood not caused by the Proponent or his employees or for damages caused by unlawful, careless, or negligent acts of any persons other than the Proponent or his employees.

5.8 Programmed Duties – Elevator Preventive Maintenance

5.8.1 Within 21 days of the awarding of the maintenance Agreement, the Proponent shall produce, for the Owner's approval, a preventative maintenance program and schedule indicating duties to be performed by maintenance personnel and the frequency of these duties.

5.8.1 A copy of the approved schedule is to be posted in each machine room and kept current by the maintenance personnel.

5.9 Cleaning – Elevator Preventive Maintenance

5.9.1 Machine Room

- .1 The Proponent shall maintain the elevator machine room and equipment in a clean and neat condition at all times.
- .2 No oily rags or combustible materials shall be left exposed.
- .3 All oils, cleaning materials, parts, etc., shall be stored inside the maintenance cabinets.
- .4 The Proponent shall ensure that on completion of a maintenance visit, call-back or service work, all covers on equipment shall be in place.

5.9.2 Machine Room Equipment

- .1 In the first six (6) months of the Agreement, the Proponent shall thoroughly clean all machine room equipment, particularly the controllers, control equipment and motor and motor generator brush gear, and shall maintain the cleanliness throughout the term of the maintenance Agreement.
- .2 Depending on type and condition, the equipment shall be either dusted down, blown out or cleaned with an approved electrical cleaner, to remove the accumulated oil residue and dirt.
- .3 The Proponent shall advise the Owner in writing when this work is completed.

5.9.3 Car Tops

- .1 The Proponent shall clean all car tops once each month, must be free of oil and water.
- .2 The Proponent shall not use the car tops as storage.

5.9.4 Hoistways & Pits

- .1 The Proponent shall thoroughly clean all the equipment in the hoistways and pits including the removal of lubricant accumulations, quarterly.
- .2 The Proponent shall advise the Owner in writing when the regular cleaning has been performed.
- .3 Should conditions warrant extra cleanings between the regular cleanings, the Proponent shall advise the Owner and request written authorization before proceeding.
- .4 This work is to be performed by personnel specifically assigned to the work and shall not interfere with the routine preventative maintenance program.

5.10 Painting and Oil Changes

5.10.1 Task Requirements

This work is to be performed by personnel specifically assigned to the work and shall not interfere with the routine preventative maintenance program.

5.10.2 Oil Change

- .1 The gear oil from the traction machines including all sludge accumulated in the bottom of the gear housing, shall be thoroughly flushed out.
- .2 At the completion of the draining of the gear oil from the machine, the worm and gear shall be inspected by the Proponent and the condition found reported to the Owner in writing. Excessive backlash in the gear, excessive noise or excessive play in the thrust bearing shall be corrected.

- .3 New gear oil of a quality equal to the original manufacturer's specifications shall be supplied and installed.
- .4 The Proponent shall advise the Owner at least one week in advance so that the oil change may be witnessed.
- .5 Upon completion of the gear oil change the machines shall be completely sealed to prevent oil leakage.

5.10.3 Painting: Car Tops

- .1 The top of each car shall be thoroughly cleaned and painted.
- .2 The areas to be painted include all parts such as crossheads, uprights, etc., which are visible when looking down on top of the car, and the header above the car door track. Parts excluded are door operating chains and other parts of the door operating equipment where painting may affect the operation and the p.m. or reed switches.
- .3 Upon completion of this painting the Elevator Devices Installation number shall be painted on the crosshead in black conforming to Technical Standards and Safety Act, 2000.
- .4 Proponent shall submit colour chips/samples for approval.

5.10.4 Machine Room Equipment Numbering

- .1 All machine room equipment shall be identified by numbers (not alphabetically). Numbering shall correspond to the Elevating Devices numbering in that the lowest elevating device number for the group shall be elevator number one. If necessary, the disconnect switches shall be re-numbered to correspond.
- .2 The numbers shall be white decals approximately 50 mm in height.

5.12 On-Site Procedures

5.12.1 Routine Maintenance

- .1 When performing routine maintenance, the Proponent shall contact the designated representative of the Owner, if available, and discuss the operations of the elevators and the work to be performed.

- .2 Upon completion of the routine maintenance, the Proponent shall fill out the maintenance log book in machine room supplied by the *Proponent*. This duty will be required and shall be placed in the machine room containing but not limited to the following information:
 - .1 Location.
 - .2 Date.
 - .3 Start and stop times and total hours worked.
 - .4 Elevator numbers on which routine maintenance has been performed.
 - .5 Description of specific work complete.

5.13 Emergency and Major Repairs

5.13.1 The Proponent will provide the following service when called upon:

- .1 On responding to a service call which requires major work for repairs, i.e. burnt-out motors, generators, seized bearings, etc., the Proponent will work whatever hours that are necessary to put the elevator back in service in the shortest possible time. This would mean that all additional expenses incurred by the Proponent (not covered in this Contract), i.e. over-time premium, machine or motor rewind shop expenses would be paid by *the Housing Service Provider*. To minimize down time, a phone call to the *Owner*, confirming work action to be taken is sufficient for authorization to commence work.
- .2 The Proponent would be required to set up a business relationship account with a local machine and motor rewind shop which supplies a 24-hour emergency service within the local area.
- .3 It would also be advantageous to all concerned if a similar relationship was developed with the local area suppliers with whom the Proponent deals on a regular basis.
- .4 In addition to working any and all overtime to repair the elevators, it will also be the Proponent's responsibility to keep the Owner fully informed of the work in progress, so that any questions arising can be

competently answered by the *Housing Service Provider* personnel.

6. Payment

6.1 Elevator Services

- .1 At the completion of the work, the Proponent shall submit invoice to the Sault Ste. Marie Housing Service Provider within a reasonable timeframe. Failure to do so may result in the Proponent not being issued any new work until the invoices are caught up.
- .2 Invoice must show the contract number/ work order number and be in detail. Material and labor costs must be separated to itemize material cost per item including the amount of time spent to finish the work.
- .3 Each property must be shown separately with corresponding cost. If requested by the Owner, the Proponent must provide a further breakdown of costs to justify the invoice before payment is processed.
- .4 Upon receipt, verification and approval of said invoice by the Owner, a cheque authorizing payment will be issued against the invoice submitted.
- .5 If upon receipt and verification of said invoice, Owner is not in agreement, the invoice will be returned to the Proponent for re-consideration in accordance with comments submitted by the Owner.

6.2 Elevator Maintenance

- .1 The Proponent shall submit an invoice to the Owner on a monthly basis, detailing the maintenance services provided and the amount due.
- .2 Each property must be shown separately with corresponding cost.
- .3 Upon receipt, verification and approval of said invoice by the Owner, a cheque authorizing payment will be issued against the invoice submitted.
- .4 If upon receipt and verification of said invoice, Owner is not in agreement, the invoice will be returned to the Proponent for re-consideration in accordance with comments submitted by the Owner.

7. Use Of The Work And The Place Of The Work as follows:

The *Proponent* shall confine *Equipment*, storage of *Products* and operations of employees to limits indicated by owner upon site review and shall not unreasonably encumber the *property* or the *Place of the Work*.

8. Inquiries

The Owner makes no representations or warranty as to the accuracy or completeness of the information provided in connection with this Request for Proposal (RFP) and disclaims all express and implied representations, warranties and conditions in connection with this RFP. Proponents should make their own investigations, projections and conclusions, and consult their own advisors, to independently verify the information contained in this RFP, and obtain any additional information that they may require, prior to submitting their RFPs.

Each Proponent shall review this RFP in a reasonable and prudent manner and satisfy itself this RFP is complete and clear. Proponents finding discrepancies, errors or omissions, or having questions or comments, shall immediately notify Jashar Rosauro at

email j.rosauro@socialservices-ssmd.ca. All correspondence must be received in writing by the Question Submission Deadline. No oral communication will be considered binding. The contact person for all matters related to this RFP is:

Jashar Rosauro, Infrastructure & Asset Manager
Sault Ste. Marie Housing Corporation
(705) 989-2286 or email above

The RFP of any Proponent who requests, and/or receives, any information with regard to this RFP from any person(s) other than the above stated person, or their designate, may be disqualified. And, for clarity, any such information does not form part of this RFP.

9. Mandatory Pre-Bid Site Orientation

9.1 A mandatory pre-bid briefing meeting (“Pre-Bid Site Orientation”) will be held for all Bidder’s starting at **548 Albert Street East, Sault Ste. Marie, Ontario on August 27, 2024, Tuesday**, beginning at **10:00am to 12:00pm Eastern Time**. It is anticipated that the mandatory site orientation will not exceed 2 hours in duration.

- 9.2 Attendance will be taken at the start of the mandatory site orientation. If a Proponent does not attend the mandatory site meeting, such Proponent may not submit a Proposal and any Proposal submitted by such Proponent shall be rejected by the Owner. The Proposal envelopes will be time stamped and returned to the Proponent unopened.
- 9.3 A record of questions and answers from the mandatory site orientation, as deemed relevant by the Owner, will be distributed in the form of an Addendum to RFP by email or on the DSSMSSAB's website as per. Except for questions and answers included in an Addendum to the RFP, any discussions at the mandatory site meeting will be for information purposes only and shall not modify, amend or form part of this RFP.

10. Construction Safety

10.1. From the date of commencement of the Work until the date of completion of the Work, the *Proponent* shall assume overall responsibility for, and shall be solely responsible for, construction health and safety at the *area of the Work* (*Owner's* own forces or other Proponents, or any other person employed by any of them, and each of their respective employees, directors, officers, agents, and invitees, and whether or not any Agreemental relationship exists between the *Proponent* and such person (collectively the "***Properties Work***")) and for compliance with the rules, regulations, and practices required by, and other requirements of, the OHSA. Without limiting generality of the foregoing:

10.1.1. the Proponent acknowledges and agrees that the Proponent is the Proponent in respect of the area of Work and the Proponent shall carry out and fulfill the duties and responsibilities of the Proponent and those set out in paragraph 3.1; and

10.1.2. the Proponent's duties, obligations, and responsibilities shall also include, and the Proponent shall carry out and fulfill, the Owner's duties and responsibilities as an Employer in relation to workplace safety in respect of the Work, and the Place of the Work.

10.2. Prior to the commencement of the *Work*, the *Proponent* shall submit to the Owner:

10.2.1. a current Workplace Safety & Insurance Board Clearance Certificate;

10.2.2. copies of the Proponent's insurance policies having application to the Properties or certificates of insurance, at the option of the Owner;

10.2.3. documentation setting out the Proponent's in-house safety programs; and

- 10.3. Without limiting the generality of paragraph 10.1,
- 10.3.1. the Proponent has provided, and shall continue to provide, the appropriate health and construction safety instruction and training to the Proponent's employees, attending on the work area;
 - 10.3.2. the *Proponent* shall establish, initiate, maintain, supervise and comply with all safety precautions, policies, and programs with respect to the *Work* and shall be responsible for compliance with such precautions, policies, and programs ;
 - 10.3.3. the Proponent shall report to the Owner all health and safety violations of the Proponent's health and safety program and plan and any charges from the Ontario Ministry of Labour, Immigration, Training and Skills Development that are related to the Work, including Proponent's response, no later than one (1) Working Day after such incident.
- 10.4. The Proponent represents and warrants and shall provide evidence to the Owner upon request that the Proponent and Consultants, Other Consultants, SubProponents and Suppliers have in place safety programs, and that all employees of the Proponent and have received training in occupational safety, all in compliance with the requirements of the OHSA and are effectively enforcing the applicable safety programs.
- 10.5. The Owner may request the Proponent to stop the progress of the Work whenever in the reasonable opinion of the Owner there is danger to safety, life or property. However, and for greater certainty, any such action by the Owner is a temporary, emergency measure which the Owner and Proponent agree, does
- 10.6. not derogate from, limit, relieve or otherwise alter the Proponent's obligations as the Proponent for the awarded work.

11. Liability Insurance

- 11.1. Commercial General Liability insurance shall be with limits of not less than **\$5,000,000** per occurrence, an aggregate limit of not less than **\$5,000,000** within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the Proponent, the Owner may agree to increase the deductible amounts.
- 11.2. Commercial General Liability insurance providing third party bodily and personal injury and property damage coverage in an amount of not less than **\$5,000,000** per occurrence,

stating *Sault Ste. Marie Housing Corporation* is an additional insured and containing a Cross Liability and/or Severability of Interest Clause, protecting each insured to the same extent as if they were separately insured.

12. WSIB

The Proponent will provide a WSIB Certificate for the duration of the Agreement.

13. Examination of Place Of The Work:

The Proponent represents and warrants that prior to the submission of the bid, and again as part of preparing the Lump Sum Price RFP, the Proponent, using the Standard of Care, has examined the Place of the Work and surrounding area and has satisfied itself as to the scope and character of the Work, all conditions and information affecting the Work, or that, not having used the Standard of Care, the Proponent has assumed and does hereby assume all risk of conditions now existing at the time of bidding.”

The Proponent represents and warrants that it has reviewed the sites list in the Proposal documents or any other information provided by or on behalf of Owner using the *Standard of Care*. The *Proponent* shall immediately report to the *Owner* any error, inconsistency or omission it discovers in such information and documents for resolution of the issue and the *Proponent* shall comply with the determination of the *Owner* in such matter.

Proponents may obtain access to the sites from the following:

Sault Ste. Marie Housing Corporation

Jashar Rosauo, Infrastructure and Asset Manager
548 Albert Street Sault Ste. Marie, ON P6A 7A7

Telephone: (705) 989-2286

Email: j.rosauo@socialservices-ssmd.ca

Cara Community Corporation

Brian Gordanier, Property Manager
31 Old Garden River Road Sault Ste. Marie, ON P6B 6H5

Telephone: (705) 942-6055

Email: caracommunity@shaw.ca

The Lions Club of Sault Ste. Marie Housing Corporation

Melissa Lennox
623 Bay Street, Suite 100 Sault Ste Marie, ON P6A 6R9

Telephone: (705) 255-2904

Email: lionsplace@on.aibn.com

14. Submission Schedule

The Following schedule shown in the table below has been established for the RFP.

RFP Activity	Date
Issue Request for Proposal	August 22, 2024
Mandatory Site Orientation	August 27, 2024
Addendum Issuance Deadline	September 4, 2024
Proposal Submission Deadline	September 5, 2024
Award to the Successful Proponent	September 20, 2024

15. Place for Delivery of RFPs

Proponents shall deliver their RFP in a sealed envelope to:

Sault Ste. Marie Housing Corporation
548 Albert Street East
Sault Ste. Marie, ON, P6A 7A7

The envelope shall be clearly identified as “RFP 2024-014” Elevator Services and Maintenance by [Proponent’s name]”.

16. Time for Submission of RFPs

RFPs must be submitted at the address listed in Article 15. by **12:00:00 p.m. Eastern Time on September 5, 2024** (“RFP Submission Deadline”). Faxed RFPs will not be accepted. RFPs delivered after the RFP Submission Deadline will be time stamped and returned to the Proponent unopened.

17. Submission Instructions

17.1. Responses to this RFP must be submitted as follows:

- a) Substantive response to the RFP, completed in full and identified using the same heading. Properties number (numeric and alpha), and in the sequence provided in order to assist in the evaluation process;
- b) RFP Submission Form “see Schedule A” the original copy, completed in full and signed, all sealed in an envelope contained within. RFP Submission Form which includes Proponents bid amounts, Declarations, Cost Breakdown Per

Property, and the substantive response documents, must be submitted in a single package.

- c) the main RFP envelope and clearly identified as “RFP Form for [Proponent’s name]”; and it is understood that all materials and information received by the Owner from any Proponent in relation to this RFP, including, without limitation, any RFPs received by the Owner (collectively “RFP Materials”) and all intellectual property rights therein will be the sole and absolute property of the Owner (and may not be returned by the Owner). Without limiting the generality of the foregoing, the Owner may copy the RFP Materials and disclose and distribute RFP Materials to its employees, advisors and third parties. Each Proponent assigns and transfers to the Owner and will cause all personnel and others to assign and transfer to the Owner, all right, title and interest in the RFP Materials, including, without limitation, intellectual property rights therein. Proponents will cause all personnel and others to waive, for the benefit of the Owner, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the RFP Materials. For clarity, this RFP will remain the property of the Owner.

17.2. Capacity and Commitment to the Properties

Proponents must describe the ability to respond to the demands of these Properties listed in Article 3 of RFP Submission Form – Cost Breakdown Per Property. Proponents must include response time during regular and after hours, physical and human resources.

Proponent must include detailed work history. This should encompass relevant past projects, the scope of work and references.

Proponents must describe their approach to worker health and safety and environmental protection, including, without limitation, their corporate worker health and safety and environmental protection program, the worker health and safety and environmental protection related qualifications of members of the work team. A comprehensive WSIB rating for the last three (3) years must be included.

18. Process

The selection of the Preferred Proponent will be based on the evaluation of the Proposal in accordance with the requirements and procedures described herein. The RFP must be conducted according to Sections 4&5 Scope of Work.

19. Evaluation

19.1. General

Proposal will be evaluated in accordance with the process described herein, and be evaluated through review and analysis by a selection committee appointed by the Owner.

The aim of the selection committee will be to select one Proposal which in its sole discretion meet(s) the Owner's scope of Work and provide(s) the best overall value to the Owner. The Proposal selected, if any, will not necessarily be the one offering the lowest fees of pricing or cost to Owner. Proposal pricing is only one of the factors considered in determining the total final score for a Proposal and the relative ranking of Proposal.

By responding to this RFP, Proponents will be deemed to have agreed that the selection committee, in its sole and absolute discretion, shall decide the Proponent(s) which are the Preferred Proponent(s) and the Successful Proponent(s), if any, and the decision of the selection committee shall be final and binding.

19.2. Selection Criteria

The selection of the Preferred Proponent(s) and the successful Proponent, if any, will be based on the criteria described in this RFP and who provides the best overall value to the Owner.

The selection committee will score the Proposals using a multi-stage evaluation process based on price, and mandatory and rated requirements. In developing proposals, Proponents must bear in mind the requirements found in the following sections:

1. Mandatory requirements can be found in Article 15,16 & 17

RFP Submission Form will only be opened and considered if they fully comply with all mandatory requirements specified. Ensure that all criteria are met before submission to avoid disqualification

2. Rated requirements can be found in Article 17. 2

The selection committee will score the Proposals using the following evaluation table

Score	Response to Article	Criterion	Value
Mandatory Requirements	14,15 &16	Completeness & Compliance	Pass/Fail
Rated Requirements	Article 4 of Schedule A	Response Time	10%
		Physical & Human Resources	10%
		Work History	5%
		Safety Report & History	25%
Pricing	Article 1&3 of Schedule A	Bid Amounts / Cost Per Property	50%
	TOTAL		100%

The Proposal that achieves the highest total final score based on the evaluation conducted by the selection committee will be ranked first and the Proponent that submitted such Proposal will be the Preferred Proponent.

19.3. Evaluation Results

Upon conclusion of the evaluation and selection process, a final recommendation of the Preferred Proponent will be made by the Owner. Proposal evaluation results shall be the property of the Owner and shall not be disclosed to the Proponents

19.4. Negotiations and Agreement

The Preferred Proponent will be notified by the Owner that its Proposal has received the highest total score. The selection of the Preferred Proponent will not oblige the

Owner to negotiate or execute any agreement with that Preferred Proponent. The award of the RFP Agreement resulting from this RFP will be a sole discretion of the Owner.

The Owner shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents, including, without limitation, pricing, schedule, Agreement and all other commercial, technical or legal matters, whether or not dealt with in this RFP or the Proposal. The Owner shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations with the Preferred Proponent, the scope of the services may be refined, issues may be prioritized, responsibilities between the Proponent and the Owner may be settled and issues concerning implementation may be clarified.

If the RFP Agreement cannot be negotiated and finalized within (30) thirty days of the notification to the Preferred Proponent or such shorter time deemed reasonable by the Owner, the Owner may, at its sole discretion, terminate negotiations with that Preferred Proponent and negotiate the RFP Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

Any final agreement between the Preferred Proponent and the Owner must contain terms and conditions in the interests of the Owner and be in a form satisfactory to the Owner. Any final RFP Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services required to complete the Scope of Work.

20. Miscellaneous

20.1. RFP Only

This RFP is only a request for Proposals and is not, and under no circumstances to be construed or considered as, an invitation to bid or call for tenders. Neither the RFP nor the submission of any Proposals must, in any way whatsoever, create any binding obligations on the Owner. For clarity, the RFP is not intended to be an offer to enter into a bidding Agreement with Proponents (often referred to as "Agreement A") and the Owner shall have no obligations or liability of any kind to a Proponent in respect of the RFP.

This RFP does not commit the Owner to any specific course of action. Notwithstanding any other provision of this RFP, the Owner may, in its sole discretion, accept or reject any or all Proposals, seek additional responses to the RFP, cancel or withdraw this RFP without substitution of another request for Proposals, conduct investigations into any Proponent or any Proposal at any time, waive requirements or request amendments to a Proposal, or do nothing in relation to the Proposals or this RFP. The Owner may accept any Proposal in whole or in part. There is no express or implied term of this RFP that the lowest priced Proposal or the highest ranked Proposal will be identified as the Successful Proponent. While the Owner intends to enter Agreement negotiations with Preferred Proponents, the fact that the Owner has given notice to a Preferred Proponent does not bind the Owner to purchase any service or work from the Preferred Proponent. The Owner shall not be required to provide reasons for accepting or not accepting any particular Proposal, but may elect to do so.

20.2 Proponent Expense and Risk and Limit of Liability

The Owner is not liable to reimburse or compensate a Proponent in any manner whatsoever or under any circumstances in connection with the RFP (including cancellation or suspension of the RFP, rejection of any Proposal or the exercise of any other right by the Owner) and the Owner is not liable for any expenses or costs incurred by such Proponent in connection with, or in relation to, the RFP (including the preparation and submission of a Proposal, site visits, conference calls, travel expenses, interviews, meetings, discussions, oral presentations, on site demonstrations and any additional information requested by the Owner) and such expenses or costs shall be borne by such Proponent.

The Owner shall not be responsible for any liabilities, costs, expenses, losses or direct, indirect, special or punitive damages (including loss of profits, loss of opportunity and loss of reputation) incurred, sustained or suffered by a Proponent arising out of or otherwise relating to this RFP, each Proponent's participation in this RFP, or Owner's acts or omissions in connection with this RFP and the Owner shall not be subject to, and a Proponent shall not seek, any order for injunctive relief, specific performance, certiorari or mandamus in any manner whatsoever or under any circumstance in connection with the RFP (including prior to, subsequent to, or by reason of a Proponent's preparation or submission of a Proposal or acceptance, non-acceptance, disqualification or rejection by the Owner of any Proposal or other proposal, or by reason of any delay in the acceptance of a Proposal or cancellation or suspension of the RFP or Owner entering into, or not entering into, an agreement(s) or any other actions taken by the Owner). This limitation applies to all possible claims, whether arising in Agreement, tort, equity, or otherwise, including any claim for a breach by

the Owner of a duty of fairness or relating to a failure by the Owner to comply with the rules set out in this RFP.

Each Proponent waives any and all claims against the Owner for costs, expenses, losses or damages in connection with the RFP.

Notwithstanding that in accordance with Article 20.1 this RFP is not an invitation to bid or call for tenders and is not intended to create "Agreement A", the Proponent and all other entities participating in the RFP process agree that, in spite of Article 20.1 or any limitations of liability or waivers or releases in favour of the Owner, if the Owner is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP process, the total liability of the Owner to any Proponent or any other entity participating in the RFP process, and the aggregate amount of damages recoverable against the Owner for any matter relating to or arising from any act or omission by the Owner, whether based upon an action or claim in Agreement, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Owner, shall be no greater than the Proponent's cost of preparing its Proposal or \$2,000 whichever is less.

20.3. Conflict of Interest

A Proponent shall, and shall ensure its team members, declare, and continue to be under an obligation to declare, all Conflicts of Interest or any situation that may be perceived as a Conflict of Interest. The Owner reserves the right, in its sole and absolute discretion, to exclude any Proponent or Proponent team member on the grounds of Conflict of Interest. The Owner may also, in its sole and absolute discretion, waive the ineligibility of a Proponent or a Proponent team member on such terms and conditions as the Owner, in its sole and absolute discretion, may require.

20.4. Addenda

The Owner may, at any time or times during this RFP, modify the RFP, in whole or in part, or provide clarification or additional information, if deemed necessary by the Owner. To address such issues, the Owner shall issue a written addendum to this RFP (collectively, the "Addenda" and individually, the "Addendum") to Proponents using the latest contact information provided by a Proponent to the Owner. The onus is upon a Proponent to ensure the Owner has the Proponent's correct contact information. The final Addendum shall be issued no later than the Addendum Issuance Deadline

21. Signature

The Proposal shall bear the signature and corporate seal of an authorized signing officer of the Proponent organization.

**“SCHEDULE A”
REQUEST FOR PROPOSAL SUBMISSION FORM**

Proponent Name: _____

The undersigned hereby agrees and offers to furnish the Elevator Service and Maintenance Work in accordance with the RFP Agreement and the following terms and conditions: (all amounts are in Canadian Funds and shall be inclusive of all taxes and duties, except Value Added Taxes)

Capitalized terms not defined in this Proposal Form shall have the meaning ascribed to them in the **RFP 2024-014**, issued August 22, 2024, as may be amended by Addendum.

1. PROPONENT’S BID AMOUNTS

1.1 Elevator Services

No.	Description	Amount
1	Hourly Rate During regular working hours	\$
2	Hourly Rate during after-hours calls	\$

1.2 Elevator Maintenance

No.	Description	Amount
1	Lump Sum Amount (5years)	\$
2	Harmonized Sales Tax (13% H.S.T.)	\$
3	Total Lump Sum Amount	\$

2. DECLARATIONS

The undersigned agrees that this Proposal shall be irrevocable and open for acceptance by the Owner for a period of 60 days from the Proposal Submission Deadline specified in the RFP.

The undersigned certifies that the information contained in this Proposal is accurate and acknowledges that any misrepresentation may disqualify the Proposal.

PROPONENT

Name

Title

Signature

I have the authority to bind the corporation

Date

PROPONENT TO AFFIX CORPORATE SEAL

3. MONTHLY COST BREAKDOWN PER PROPERTY

Elevator Maintenance

SSMHC PROPERTIES			
PROPERTY ADDRESS	Monthly Cost (w/out HST)	HST 13%	Monthly Cost (w/ HST)
55 Chapple Avenue 2 Elevators			
49 St. Mary's River Drive 2 Elevators			
615 Bay Street 2 Elevators			
588 Albert Street West 2 Elevators			
721 Wellington Street East 1 Elevator			
548 Albert Street East 2 Elevators			
TOTAL (Monthly)			

CARA COMMUNITY CORPORATION			
PROPERTY ADDRESS	Monthly Cost (w/out HST)	HST 13%	Monthly Cost (w/ HST)
59 Old Garden River Road 2 Elevators			
77 Allard Street 1 Elevator			
TOTAL (Monthly)			

LIONS CLUB HOUSING CORPORATION			
PROPERTY ADDRESS	Monthly Cost (w/out HST)	HST 13%	Monthly Cost (w/ HST)
623 Bay Street 2 Elevators			
TOTAL (Monthly)			

4. RATED REQUIREMENTS

Proponents are required to respond to **Article 17.2 – Submission Instruction** by providing proofs of response time, physical & human resources, work history, and safety report.

Note: If the space provided is insufficient for complete response, please attach additional information as needed.

Response Time

During regular hours: _____

After hours: _____

Emergency work (Max: 2 Hours): _____

Physical Resources

Local Office Address: _____

Specialized Equipment Available:

Type	Description

Human Resources

Field Staff:

Name	Position	Duties	Full Time or Part Time

Work History

Years in business: _____

Years of service with *SSMHC*: _____

Project Address	Scope of Work

References:

Client Name (Company or Individual)	Contact Name	Telephone

Safety Report

Attach documents for the following listed items:

1. A comprehensive WSIB rating for the last three (3) years must be included.
2. Approach to worker health and safety and environmental protection, including, without limitation, their corporate worker health and safety and environmental protection program, the worker health and safety and environmental protection related qualifications of members of the work team.

5. Proponent Information

Company Information

Name: _____

Mailing Address: _____

City: _____ Postal Code: _____

Company Phone: _____ Fax: _____

Company Email: _____

Company Website: _____

Contact Person: _____

Title: _____

Contact Number: _____

Email: _____