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REQUEST FOR PROPOSAL - RFP 2024-0016

Sault Ste. Marie Housing Corporation

FIRE & LIFE SAFETY SYSTEMS SERVICES, MAINTENANCE & MONITORING

Issue Date: Thursday, October 10, 2024

1. Introduction

- 1.1. This Request for Proposal (RFP) is being issued by the Sault Ste. Marie Housing Corporation to solicit Proposals for Fire & Life Safety Systems Services, Maintenance and Monitoring for all properties of Sault Ste Marie Housing Corporation 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. "Fire & Life Safety Systems Maintenance" preventive maintenance required to increase Fire & Life Safety Systems uptime and life span.
- 2.4. "Fire & Life Safety Systems Services" specific repairs that is outside the regular preventive maintenance.
- 2.5. "Fire & Life Safety Systems Monitoring" service that ensures that proper authorities are being notified/promptly called every time the alarm sounds in the building.
- 2.6. "Lump Sum Amounts" means, collectively, Total Lump Sum Amount from Schedule "A" Cost Breakdown Per Property
- 2.7. "Owner" means Sault Ste. Marie Housing Service Provider:
 - Sault Ste. Marie Housing Corporation
- 2.8. "Proponent" means an entity considering submitting a Proposal;
- 2.9. "Proposal" means the proposal submitted by a Proponent in accordance with this RFP;
- 2.10. "Proposal Form" means the document attached as Appendix "A" hereto;
- 2.11. "Proposal Submission Deadline" means the time and date prior to which Proposals must be submitted by Proponents, as set forth in Article 14. hereto;
- 2.12. "Question Submission Deadline" means the time and date prior to which questions must be submitted by Proponents, as set forth in Article 14. hereto;
- 2.13. "Successful Proponent" means a Proponent, if any, that executes the Agreement with the Owner.
- 2.14. RFP includes the following:
 - Schedule A – Proposal Submission Form

3. General Description of Work

- 3.1. To provide services, preventive maintenance and 24/7 monitoring to Fire & Life Safety Systems in Sault Ste. Marie for the Sault Ste. Marie Housing Corporation.
- 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 December 31, 2029.
- 3.3. The Proponent shall enter into agreements directly with **Sault Ste. Marie Housing Corporation**.
- 3.4. The proponent shall comply with the
 - 3.4.1 National Fire Protection Association (NFPA) Standard
 - 3.4.2 Ontario Fire Code (OFC)
 - 3.4.3 CAN/ULC-S561
 - 3.4.4 Ontario Building Code
 - 3.4.5 Ontario Electrical Safety Code
 - 3.4.6 Federal, Provincial and Municipal Laws and Regulation
- 3.5. A ULC Certificate proving that the Signal Receiving Centre meets CAN/ULC-S561 requirements must be provided with this quote in order to be considered.

4. Scope of Work – Fire & Life Safety Systems Services

- 4.1. Provide all labor, material, equipment and transportation necessary to provide FIRE & LIFE SAFETY SYSTEMS SERVICES for various sites in Sault Ste. Marie (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 one (1) hour 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.

- 4.3. The Proponent shall offer 24/7 emergency repair services with a guaranteed response time.
- 4.4. Work whatever hours are necessary to put the Fire & Life Safety Systems 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 SSMHC 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 – Fire & Life Safety Systems Maintenance**

The maintenance of fire alarm, fire alarm signaling systems, sprinkler, voice communication and other FIRE & LIFE SAFETY SYSTEMS on a periodic basis as specified herein and as per Check, Test and Inspection Requirements of the OFC.

5.1 General Scope

- .1 Provide materials, labor and equipment to perform general inspection, preventive maintenance and testing of fire and life safety systems at the locations listed on Schedule A as described herein or as necessary to complete the work.
- .2 The Proponent shall Test and Inspect every component of the fire and life safety systems and equipment according to OFC, to assure that they will perform in accordance with their intended operation or function.
 - a. All Tests, Inspections, and Maintenance Work shall be performed according to the requirements detailed in this section identified.
 - b. The frequencies specified in Work Routines shall be considered as minimum. If tests, inspections and maintenance work is required more frequently due to manufacturers' specifications and recommendations, or due to requirements of applicable codes, regulations or standards at time of tendering, then such additional work shall be deemed as being included in the total Tender Price.
 - c. Test operate the fire protection systems and equipment by full or partial discharge tests, as required, or as indicated by the authority having jurisdiction.
- .3 Impaired, damaged or improper condition of equipment or parts identified during inspection, maintenance, testing, or at any other time, shall be subjected to applicable corrective action to restore the equipment or system to fully functional condition as soon as possible.
- .4 All replacement components shall be of the original equipment manufacture or approved equal, and be approved by U.L.C.
- .5 Prior to working on any system with a fire alarm interlock, the Proponent shall notify the Owner, Fire Department, and those who may be affected by an alarm.
- .6 All work shall only be carried out by technicians who are qualified under current provincial standards and codes to service all types of fire and life safety systems and equipment.

- .7 The Proponent shall, upon completion of any service or inspection of equipment covered under this contract, record the service in the Fire Log Book located on site, and on the individual tags attached to the equipment.
 - a. It is stated in the OFC that records of all tests and corrective measures are required to be retained for a period of two (2) years after they are made.
 - b. At the beginning of each year the SSMHC will provide the Contractor with new Log Books that must be picked up at our office. The Contractor will then be responsible for delivering the new log books to the sites and for returning the old log books back to the SSMHC office.
- .8 The Successful Proponent shall be required to submit a comprehensive Maintenance Program. This Program must outline the planned maintenance activities, schedules, and any associated cost for the duration of the Agreement. The Annual Maintenance Program should be submitted within thirty (30) Days of the Agreement award date.

5.2 Portable Fire Extinguishers

- .1 Provide materials, labour and equipment to perform general inspection, preventative maintenance, and testing of fire extinguishers at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.
- .2 Inspection, testing and preventive maintenance shall be in compliance with the provisions of Fire Protection and Prevention Act, 1997, Section 6.2., "Portable Extinguishers".
- .3 Portable fire extinguishers having defects shall be repaired and, if necessary, recharged to ensure the extinguishers will operate effectively and safely.
- .4 Extinguisher shells, cartridges or cylinders that show leakage or permanent distortion in excess of specified limits that rupture shall be replaced by the Proponent.

5.3 Fire Hoses, Fire Pumps & Standpipes

- .1 Provide materials, labour and equipment to perform general inspection,

preventative maintenance, and testing of fire pumps, standpipes and fire hose systems at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.

- .2 Inspection, testing and preventive maintenance shall be in compliance with the provisions of NFPA 25, "Standard for the Inspection, testing and Maintenance of Water-Based Fire Protection Systems".
- .3 When a standpipe is to be out of service, prior notice shall be given to the fire department, and a sign shall be posted on each fire department connection indicating that the standpipe is out of service.
- .4 Prior to working on any system with a fire alarm interlock, the Proponent shall notify the owner, Fire Department, and those who may be affected by an alarm.
- .5 The Contractor shall provide details and cost estimates of any corrective work required and shall only proceed upon receipt of the written approval of the Owner.
- .6 A status report shall be submitted within **fourteen (14)** calendar days of the first scheduled maintenance for this equipment.
- .7 A permanent record of work performed on fire protection equipment shall be maintained by the Proponent.
 - a. The record shall include the type and identity of equipment, locations and building, date of the service performed, any unsatisfactory conditions found and corrective action taken, a brief description of the work performed, parts replaced, recharges, hydrostatic tests, and the name and signature of the person and agency who performed the work.
- .8 Upon completion of the work at each building, the Proponent shall obtain the Owner's signature on a report to indicate that the work was satisfactorily carried out, and copies shall be submitted to the Owner.
- .9 The Proponent shall, upon completion of any service or inspection of equipment covered under this contract, record the service in the Fire Log Book located on site.
- .10 All records of all tests and corrective measures shall be retained for a period

of two (2) years after they are made in accordance with the Ontario Fire Code.

5.4 Fire Detection and Alarms

- .1 Provide materials, labour and equipment to perform general inspection, preventative maintenance, and testing of fire alarm system and communication systems for life safety at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.
- .2 Fire alarm system, with or without voice communication capability, shall be inspected and tested in conformance with CAN/ULC-S536, "Inspection and Testing of Fire Alarm Systems".
- .3 Interconnected smoke alarms shall be tested and maintained in operating conditions in conformance with CAN/ULC-S552, "Standard for the Maintenance and Testing of Smoke Alarms".
- .4 Carbon Monoxide alarms shall be maintained in operating condition and shall comply with CSA-6.19, "residential Carbon Monoxide Alarming Devices" or UL 2034, "Single and Multiple Station Carbon Monoxide Alarms".
- .5 Repair, replacement and alterations of fire system components shall be in accordance with CAN/ULC-S524, "Standard for the Installation of Fire Alarm Systems".
- .6 The Proponent will be responsible for the replacement and disposal of all old batteries and refuse resulting from work under this agreement.

5.5 Sprinkler Systems

- .1 Provide materials, labour and equipment to perform general inspection, preventative maintenance, and testing of sprinkler systems at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.
- .2 Inspection, testing and maintenance of sprinkler system shall be in compliance with the provisions of NFPA 25, "Standard for Inspection, Testing and Maintenance of Water-Based Fire Protection Systems".

- .3 Repair, replacement and alterations of sprinkler system components shall be in accordance with NFPA 13. “Standard for the Installation of Sprinkler Systems”, NFPA 13D, “Standard for the Installation of Sprinkler Systems in One- and Two- Family Dwellings and Manufactured Homes”, or NFPA 13R, “Standard for the Installation of Sprinkler Systems in residential Occupancies up to and Including Four Stories Height”, as applicable.

5.6 Water Supplies for Fire Protection

- .1 Provide materials, labour and equipment to perform general inspection, preventative maintenance, and testing of water supply system at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.
- .2 Inspection, testing and maintenance of water supply system shall be in compliance with the provisions of NFPA 25, “Standard for Inspection, Testing and Maintenance of Water-Based Fire Protection Systems”.
 - a. Valve – satisfy the requirements of OFC Subsection 6.6.1.
 - b. Tank - satisfy the requirements of OFC Subsection 6.6.2.
 - c. Fire Pump - satisfy the requirements of OFC Subsection 6.6.3.

5.7 Lighting and Emergency Power Systems

- .1 Provide materials, labour and equipment to perform general inspection, preventative maintenance, and testing of emergency light and power systems at the locations listed on Schedule "A", as described herein, or as necessary to complete the work.
- .2 Emergency light and power systems shall be inspected, tested and maintained in conformance with NFPA.

5.8 Inspection Schedules

- .1 The Proponent shall ensure that the frequency of all inspections conducted under this agreement complies with the requirements stipulated in the OFC. This includes adhering to any specific intervals and procedures as outlined in the Code to ensure the safety and regulatory

adherence of the facilities.

- .2 The Proponent is required to submit a comprehensive schedule for all required inspections and preventive maintenance activities for all properties listed in Schedule A. This schedule must align with the requirements of the OFC.
- .3 All smoke alarm annual inspections must be done every summer of each year and must be completed by Labor Day of each year.

5.9 Access to Sites

- .1 It is the Proponent's responsibility to make all necessary arrangements with the Owner in order to gain entry to carry out the work under this Agreement.
- .2 At least two (2) attempts to gain entry to all the units must be made. Each attempt must include leaving business cards/notes to contact your office to set up an appointment to have the work carried out.
- .3 Once the initial two (2) attempts have been made and no contact has been made to your office to set up an appointment, a list is to be provided to the SSMHC outlining the addresses that need to be completed and the dates that the two (2) attempts were made.
- .4 Based on the list provided by the Proponent, the SSMHC will develop a schedule to provide 24 hour access to the Proponent to carry out this work as per the Residential Tenancies Act and provide students/staff to attend the sites with the Proponent.

5.10 Inspection Reports

- .1 The Proponent is required to submit a detailed report following each inspection conducted under this agreement. The report must be provided within 2 weeks of the inspection date and include, at a minimum, the following information:
 - a. Date and time of inspection
 - b. Inspection findings and observation
 - c. Any issues or deficiencies identified

- d. Recommendations for corrective actions
 - e. Confirmation of compliance with applicable codes and regulations
- .2 The report must be submitted in electronic format. The report must be sent in PDF format to SSMHC via email. All reports must be maintained in accordance with any relevant record-keeping requirements.

6. Scope of Work – Fire & Life Safety Systems Monitoring

6.1 Provide all labor, material, equipment and transportation necessary to provide FIRE & LIFE SAFETY SYSTEMS MONITORING for various sites in Sault Ste. Marie (Article 3 of “Schedule A”).

6.2 Signal Receiving Centre

- .1 The signal receiving centre or satellite centre and the protective signaling system installations covered by this procedure provide supervisory and fire alarm signaling service in accordance with the current requirements of Underwriters Laboratories of Canada (ULC) and the Standard for Installation and Services for Fire Signal Receiving Centres and Systems, CAN/ULC- S561-13
- .2 The receiving equipment installed in the signal receiving centre or satellite centre is intended to be connected to ULC labelled fire alarm system’s subscribers transmitting units installed at protected premises.
- .3 These systems are intended to be used in conjunction with ULC labelled equipment at the protected premises including fire alarm systems, sprinkler alarm and supervisory devices, automatic fire detection equipment, etc., when these are installed and adjusted in accordance with Standard CAN/ULC-S561-13 and the Canadian Electrical Code, Part I.
- .4 A minimum of one trained operator shall be on duty at the signal receiving centre at all times. The operating force shall be in accordance with the Standard for Installation and Services for Fire Signal Receiving Centres and Systems, CAN/ULC-S561-13.
- .5 Operations, tests, disposition of signals and reporting shall be in accordance with current requirements of ULC and the Standard for Installation and Services for Fire Signal Receiving Centres and Systems, CAN/ULC-S561-13.

6.3 Equipment

- .1 All equipment used for the purposes of monitoring fire alarm systems be manufactured and tested to the CAN/ULC-S559 standard. This includes equipment used in the field at the buildings, as well as equipment used in the Signal Receiving Centre to receive signals.
- .2 Ensure that monitoring devices are supported by cellular towers for reliable communication. Proponents are required to verify that their proposed devices are supported by adequate cellular tower coverage in the specified installation area.
- .3 Should any monitoring device require replacement for any reason, proponent must submit a detailed quote for the replacement to the owner for approval. No replacement may proceed without consent from the owner.
- .4 Equipment used in Signal Receiving Centre systems must be installed in accordance with the applicable sections of the following:
 - .a CAN/ULC-S524, Standard for Installation of Fire Alarm Systems;
 - .b CSA C22.1, Canadian Electrical Code, Part I, Safety Standard for Electrical Installations or where applicable, a Provincial Electrical Code.
 - .c NFPA-13, Standard for the Installation of Sprinkler Systems.
 - .d NFPA-20, Standard for the Installation of Stationary Pumps for Fire Protection.

6.4 Test and Maintenance

- .1 Following installation, and annually thereafter, systems shall be inspected and tested in accordance with the Standard for Installation and Services for Fire Signal Receiving Centres and Systems, CAN/ULC-S561-13.
- .2 Periodic inspection and tests of installations shall be in accordance with the Standard for Installation and Services for Fire Signal Receiving Centres and Systems, CAN/ULC-S561-13, Section 9.6 Periodic Inspection and Tests.
- .3 Each certificated protective signaling system shall be maintained, tested and inspected under contract by the alarm company in accordance with the current requirements of ULC.

6.5 Communications

- .1 Alarms are to be transmitted to the Signal Receiving Centre to meet CAN/ULC-S561 requirements.
- .2 Maximum Time to receive a fire alarm signal from a protected premises: 60 seconds.
- .3 A communication system shall be continuously supervised to detect line faults.
- .4 How the alarms are handled when received at the Signal Receiving Centre must also meet the requirements of the CAN/ULC-S561. Fire alarms must be dispatched to the fire department within 30 seconds of receipt without verification. Other alarm conditions also have time criteria in accordance to CAN/ULC-S561 standards.

7. Payment

7.1 Fire & Life Safety Systems 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.

7.2 Fire & Life Safety Preventive Maintenance & Monitoring

- .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.

8. 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*.

9. 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.

10. Mandatory Site Orientation

No Mandatory Site Orientation. Should the Proponents need a site inspection, coordinate with the contact person listed in Article 9, "Inquiries".

Site inspections are offered only during the period from **October 14, 2024 to October 18, 2024**. Inspections are available from **9:00 AM to 3:00PM** each day within this period. Any request for site inspections outside this period will not be accommodated.

11. Construction Safety

11.1. 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:

11.1.1. 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

11.1.2. 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.

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

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

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

- 11.2.3. documentation setting out the Proponent's in-house safety programs; and
- 11.3. Without limiting the generality of paragraph 10.1,
- 11.3.1. 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;
- 11.3.2. 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 ;
- 11.3.3. 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.
- 11.4. 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.
- 11.5. 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
- 11.6. not derogate from, limit, relieve or otherwise alter the Proponent's obligations as the Proponent for the awarded work.

12. Liability Insurance

- 12.1. 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.

12.2. 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.

13. WSIB

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

14. Examination of Place Of The Work:

The Proponent represents and warrants that prior to the submission of the Proposal, 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 Proposals.

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:

Jashar Rosauro, Infrastructure and Asset Manager
548 Albert Street Sault Ste. Marie, ON P6A 7A7
Telephone: (705) 989-2286
Email: j.rosauro@socialservices-ssmd.ca

15. Submission Schedule

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

RFP Activity	Date
Issue Request for Proposal	October 10, 2024
Site Inspection (<i>By Request</i>)	October 14-18, 2024
Addendum Issuance Deadline	October 23, 2024
Proposal Submission Deadline	October 24, 2024
Proposal Review Completion	November 21, 2024

16. 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 2024-016” Fire & Life Safety Systems Services, Maintenance & Monitoring by [Proponent’s name]”.

17. 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 October 24, 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.

18. Submission Instructions

18.1. 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 Proposal 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.

18.2. 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.

19. 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, & 6 Scope of Work.

20. Evaluation

20.1. General

Proposal will be evaluated on **Price, Response Time, Physical and Human Resources, Work History, and Safety Report.**

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.

20.2. 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

20.3. Evaluation Results

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

20.4. 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.

21. Miscellaneous

21.1. 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 Proposal 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 an 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.

21.2 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 Proposal 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.

21.3. 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.

21.4. 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

22. 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 Fire & Life Safety Systems 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 2024-016, issued October 10, 2024, as may be amended by Addendum.

1. PROPONENT’S PROPOSAL AMOUNTS

1.1 Fire & Life Safety Systems Services

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

1.2 Fire & Life Safety Systems Maintenance

No.	Description	Amount
1	Lump Sum Amount (5years) (Total Maintenance Cost of SSMHC Apartment Buildings and Houses for 5 years) Article 3 of Schedule A, “Annual Cost Breakdown Per Property”.	\$
2	Harmonized Sales Tax (13% H.S.T.)	\$
3	Total Lump Sum Amount	\$

1.3 Fire & Life Safety Systems Monitoring

No.	Description	Amount
1	Lump Sum Amount (5years) (Total Maintenance Cost of SSMHC Apartment Buildings and Houses for 5 years) Article 3 of Schedule A, “Annual Cost Breakdown Per Property”.	\$
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. ANNUAL COST BREAKDOWN PER PROPERTY

SSMHC APARTMENT BUILDINGS MAINTENANCE			
PROPERTY ADDRESS	NO. of Units	FLOORS	Annual Cost (w/out HST)
548 Albert Street East	Office Building	4	
588 Albert Street West	42	5	
39 Chapple Avenue	12	3	
53 Chapple Avenue	30	2	
55 Chapple Avenue	68	3	
90 Chapple Avenue	12	1	
90 Chapple (Kitchenhood)	1	1	
101 Chapple Avenue	61	2	
137 East Street	13	2	
159 Gibbs	8	2	
345 St. Georges	61	2	
49 St. Mary's River	102	6	
46 Wellington Street East	4	2	
136 Pilgrim	8	3	
123 Willoughby	4	2	
131 Willoughby	4	2	
615 Bay Street	133	15	
619 Bay Street	1	1	
668 Second Line West	8	2	
672 Second Line West	9	2	
393 Dovercourt	25	1	
235 Wellington Street West	9	2	
721 Wellington Steet East	22	3	
TOTAL (Annual Cost Without H.S.T.)			

SSMHC HOUSES MAINTENANCE (Smoke & CO)			
PROPERTY ADDRESS	NO. OF UNIT	FLOORS	Annual Cost (w/out HST)
Chapple / Albion Street	2 Bedroom Unit – 23 3 Bedroom Unit – 24 4 Bedroom Unit – 8	2	
Murphy / River / Willowdale	3 Bedroom Unit Type 1 – 3 3 Bedroom Unit Type 2 – 4 4 Bedroom Unit – 3	1 1 2	
Hamilton Heights	2 Bedroom Unit – 20 3 Bedroom Unit – 80	1 2	
Second Line West Townhouses	2 Bedroom Unit – 26 3 Bedroom Unit – 18 4 Bedroom Unit – 10	2	
St. Basil's Drive & Durban Road	3 Bedroom Unit Type 1 – 6 3 Bedroom Unit Type 2 – 4	1	
Sydenham Road	5 Bedroom Unit – 6	2	
Brien Ave. / Poplar Ave. / McNabb St.	Bachelor – 26 1 Bedroom Unit – 12 2 Bedroom Unit – 1 Laundry Area - 1	2 1 1 1	
Boston Avenue	3 Bedroom Unit – 22 4 Bedroom Unit – 8	2	
Adrian Drive	3 Bedroom Unit – 16 5 Bedroom Unit – 16	2	
Shannon Road / Capp Avenue	Duplex – 14 Semi Detached – 10	2	
TOTAL (Annual Cost Without H.S.T.)			

SUPPLY ONLY RATES	
DESCRIPTION	Amount
Smoke Detector Unit Cost	
Smoke/CO Alarm Unit Cost	
Fire Extinguisher Unit Cost	

SSMHC APARTMENT BUILDINGS MONITORING				
PROPERTY ADDRESS	NO. of Units	FLOORS	Annual Cost Monitoring (w/out HST)	COST of Replacing the Monitoring Panel (if required)
548 Albert Street East	Office Building	4		
588 Albert Street West	42	5		
39 Chapple Avenue	12	3		
53 Chapple Avenue	30	2		
55 Chapple Avenue	68	3		
90 Chapple Avenue	12	1		
101 Chapple Avenue	61	2		
137 East Street	13	2		
159 Gibbs	8	2		
345 St. Georges	61	2		
49 St. Mary's River	102	6		
136 Pilgrim	8	3		
123 Willoughby	4	2		
131 Willoughby	4	2		
615 Bay Street	133	15		
619 Bay Street	1	1		
668 Second Line West	8	2		
672 Second Line West	9	2		
393 Dovercourt	25	1		
235 Wellington Street West	9	2		
721 Wellington Street East	22	3		
TOTAL AMOUNT (w/out H.S.T.)				

4. RATED REQUIREMENTS

Proponents are 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 (Service Calls)

During regular hours: _____

After hours: _____

Emergency work (Max: 1 Hour): _____

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: _____