

*The Board of Governors on September 11, 2009 approved the recommendations embodied in this report and FURTHER that the agreement with Schindler shall contain provisions to ensure that nothing done by Schindler as part of the contract shall cause the equipment to become proprietary in nature or adversely affect the ability of another maintenance provider to maintain the equipment in the future.*

August 25, 2009

To: The Board of Governors of Exhibition Place  
From: Dianne Young  
Chief Executive Officer

<b>ACTION REQUIRED</b>
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Subject: **Agreement for Maintenance Services to Elevators and Escalators**

**Summary:**

This report recommends the Board enter into an agreement with Schindler Elevator Corporation ("Schindler"), commencing October 1, 2009 for the supply of all labour, materials and equipment necessary to provide elevator and escalator maintenance services to Exhibition Place.

A Request for Quotation (RFQ) process was issued through the City of Toronto, Finance Department, Purchasing and Materials Management Division for the provision of elevator and escalator maintenance services to Exhibition Place.

**Recommendations:**

**It is recommended that the Board approve an agreement between the Board and Schindler for a period of thirteen months, on the terms and conditions outlined in this report, and other such terms and conditions satisfactory to the Chief Executive Officer of the Board and the City Solicitor.**

**Financial Impact:**

The projected annual expenditure for elevator and escalator maintenance contactor services, is \$250,000 and is provided for in the current year budget.

**Decision History:**

In April 2006, the Board entered into agreement with CNIM Canada Ltd. for the supply of all labour, materials and equipment necessary to provide elevator and escalator maintenance services, commencing June 1, 2006 and expiring May 31, 2009.

On March 19, 2009, Exhibition Place through the services of City of Toronto issued a Request for Quotation to establish a new agreement for the provision of elevator and escalator maintenance services commencing June 1, 2009. The RFQ closed on April 8, 2009 with only one bid received. After careful review staff opted to cancel the RFQ citing higher than projected costs and the lack of competition.

On June 17, 2009, Exhibition Place reissued a revised RFQ through the services of City of Toronto to establish a short-term agreement for the provision of elevator and escalator maintenance services commencing upon award until October 31, 2010, at which time the new devices in the Allstream Centre will no longer be under warranty. Staff intend to issue a three year RFQ in advance of this expiry date in order to accommodate all elevators and escalators on site.

**Issue Background:**

The RFQ specified the Board's requirements for the maintenance and repair service of 13 various escalators. The RFQ was structured in a manner that required bidders to submit preventative maintenance pricing for escalators only on a per month per installation basis and hourly rates for various personnel for repair and call-in services outside of the escalator preventative maintenance coverage, and for elevators.

The requirements of this RFQ will provide sufficient coverage to comply with the regulations set by the Government of Ontario, Ministry of Consumer and Commercial Relations, Elevating Devices Act.

Firm prices were quoted for the full term.

The RFQ closed on July 10, 2009 with three quotations received. The prices were as follows:

Schindler Elevator Corp.	\$242,117.90
CEE Elevator Service Ltd.	\$256,971.40
CNIM Canada Inc.	\$321,526.70

Staff report favourably on Schindlers's references. The City of Toronto Fair Wage and Labour Trades Office confirms that Schindler is in compliance with the Fair Wage and Labour Trades requirements for this work

Staff are recommending the approval of an agreement with Schindler on the following terms and conditions:

- (a) Term: Thirteen months commencing October 1, 2009 and expiring October 31, 2010.
- (b) Pricing: Pricing is to be fixed during the term of the Agreement in accordance with the terms of the RFQ
- (c) Assignment: The agreement shall not be assigned by Schindler without written consent of the Board.
- (d) Indemnity/Insurance: Schindler shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording.
- (e) Union Obligations: Schindler shall comply with all trade union/association agreements affecting work done on the grounds.
- (f) Other Commercial Terms: The agreement shall include other standard commercial terms respecting termination and other matters in a form satisfactory to the City Solicitor and the CEO.