



Exhibition Place

Item No. 8

March 31, 2015

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young,
Chief Executive Officer

Subject: **Movable Partition Wall Systems Maintenance & Repair Services Agreement**

Summary:

This report recommends that the Board enter into agreement with Corflex Partitions Inc. commencing upon award for the period ending March 31, 2016, for the non-exclusive supply of maintenance and on-demand repair services to various Hufcor movable partition wall systems at Exhibition Place.

A Request for Quotation (RFQ) process was issued through the City of Toronto, Finance Department, Purchasing and Materials Management Division (PMMD) for the non-exclusive supply of maintenance and on-demand repair services to various Hufcor movable partition wall systems at Exhibition Place

Recommendation:

It is recommended that the Board enter into agreement with Corflex Partitions Inc. upon award, for a period ending March 31, 2016, with the option to extend for an additional three one-year periods on the terms and conditions outlined in this report and other such terms and conditions satisfactory to the Chief Executive Officer and the City Solicitor.

Financial Impact:

The projected annual expenditure for services related to the movable partition wall systems is \$60,000.00 and provided for in the 2015 Operating Budget.

Decision History:

The Exhibition Place 2004 to 2016 Strategic Plan had a Financial Goal to *effectively monitor costs and revenues* and as a strategy to support this Goal *we will seek review and revise financial and organizational systems to strengthen controls and process.*

Issue Background:

There are a total of 19 various sized moveable partition walls manufactured by Hufcor Inc. located in Direct Energy Centre, Allstream Centre and Better Living Centre at Exhibition Place. No formal agreement exists currently for the maintenance and repair services to the movable partition wall systems.

Exhibition Place has in the past used the services of one contractor designated by the manufacturer for the maintenance and repair services as needed, in part to maintain warranties. Given the age of these movable partition wall systems along with an increasing

demand for repair service and an increase in expenditures, staff have determined that a formal agreement is required.

Comments:

On January 11, 2015, Exhibition Place through the services of PMMD issued a Request for Quotation to establish an agreement for the non-exclusive supply of maintenance and on-demand repair services to various Hufcor movable partition wall systems at Exhibition Place.

The RFQ detailed the Board's specific service requirements, which included guaranteed on-demand response time for emergency service, experience with movable partition wall systems, - specifically wall systems manufactured by Hufcor and access to original manufacturers parts. The RFQ was structured in a manner that required bidders to submit hourly rates for call-in maintenance and repair services along with mark-up over invoice cost for parts for a one-year term with optional pricing for three additional one-year terms.

The RFQ closed on February 11, 2015 with two (2) quotations received. The evaluated bid prices including option year pricing, excluding HST, were as follows:

Bidder	Upon award to March 31, 2016	Option Year 1	Option Year 2	Option Year 3
Corflex Partitions Inc.	\$60,400.00	\$62,212.00	\$64,078.36	\$66,000.71
Tri-S Industries Ltd.	\$69,200.00	\$71,276.00	\$73,414.28	\$75,616.71

The Corflex Partitions Inc. quotation is the overall lowest acceptable bid received in compliance with all requirements.

Corflex Partitions Inc. is supplier of various space optimization systems and is headquartered in Delsen, Quebec with service and installation activities across Canada. References include Ottawa Convention Centre, Versailles Convention Centre and Shurway Contracting Ltd. The City of Toronto Fair Wage and Labour Trades Office confirms that Siemens Canada Ltd. is in compliance with the Fair Wage and Labour Trades requirements for this work.

The substantial terms of the agreement will be as follows:

- (a) Term: Upon award to March 31, 2016, with the option to extend for an additional three one-year periods subject to satisfactory performance review;
- (b) Pricing: Pricing to be fixed during the term of the Agreement;
- (c) Assignment: The agreement between the Board and Corflex Partitions Inc. shall not be assigned to Corflex Partitions Inc. without the consent of the Board;
- (d) Insurance/Indemnity: Corflex Partitions Inc. 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. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy. Corflex Partitions Inc. shall indemnify the Board and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the negligent acts or omissions of Corflex Partitions Inc., or its employees or any other person for whom it is in law responsible, in the supply and quality of the equipment;
- (e) Union Obligations: Corflex Partitions Inc. shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place; and

- (f) Such other terms and conditions as contained in the Request for Quotations or as required by the General Manager/Operations, Chief Executive Officer, and the City Solicitor.

Contact

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