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May 10, 2005

To: The Board of Governors of Exhibition Place

From: Dianne Young
General Manager & CEO

Subject: **Agreement for All-inclusive Fire Protection Sprinkler System Inspection, Testing and Maintenance Repair Services**

Purpose:

To submit for approval the terms and conditions for an agreement to provide All-inclusive Fire Protection Sprinkler System Inspection, Testing and Maintenance Repair Services to Exhibition Place and the NTC.

Financial Implications:

The projected annual expenditure for services related to fire protection sprinkler systems is \$115,000 and provided for in the 2005 Operating Budget.

Recommendation:

It is recommended that the Board enter into agreement with Classic Fire Protection Inc. for the provision of all-inclusive fire protection sprinkler system inspection, testing and maintenance repair services to Exhibition Place on such terms and conditions as contained in this report, the Request for Quotations or as required by the General Manager & CEO and the City Solicitor.

Background:

In December 2002, a request for quotation (RFQ) was awarded by the Board to Classic Fire Protection Inc. for the provision of inspection, maintenance and repair services to fire protection sprinkler systems for one year commencing January 1, 2003 with an optional second year term from January 1, 2004 to December 31, 2004.

Comments:

In November of 2004, an initial RFQ was issued to establish a successor agreement but was subsequently cancelled based on recommendation from Purchasing and a revised call document was issued in March 2005, through the City of Toronto Finance Department's Purchasing and Materials Management Division issued an RFQ for the provision of all-inclusive fire protection

sprinkler system inspection, testing and maintenance repair services to twenty-three listed suppliers.

The RFQ was structured in a manner that required bidders to submit hourly rates for call-in repair services and lump-sum all-inclusive monthly pricing for inspection, testing and maintenance services on an per building basis, for a one-year term with optional pricing for second year term. The RFQ closed on March 31, 2005, with three quotations received from Classic Fire Protection Inc., Viking Fire Protection Inc. and Paul & Douglas Sprinklers Ltd.

Evaluation of the bids included adding a projected total of 400 regular and 70 premium hours of repair service, at the rates quoted to the all-inclusive prices. The prices were as follows:

Bidder	Year One	Year Two
Classic Fire Protection Inc.	\$76,448	\$78,647
Viking Fire Protection Inc.	\$123,054	\$123,054
Paul & Douglas Sprinklers Ltd.	\$160,328	\$166,869

Given the evaluation noted above, Exhibition Place is recommending that the Board enter an agreement with Classic Fire Protection Inc. and the substantial terms of the agreement will be as follows:

- (a) Term: One year commencing June 1, 2005 with the option to extend for an additional one-year period subject to satisfactory performance review.
- (b) Pricing: Pricing be fixed during the term of the Agreement.
- (c) Bonding: Classic Fire Protection Inc. shall provide a performance bond for the due and proper performance of the all-inclusive contract work, including guaranteed maintenance for a period of one year after final completion of work in the amount of 100% of the quoted price.
- (d) Union Agreements: Classic Fire Protection Inc. shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.
- (e) Assignment: The agreement between the Board and Classic Fire Protection Inc. shall not be assigned Classic Fire Protection Inc. without the consent of the Board.
- (f) Insurance/Indemnity: Classic Fire Protection Inc. shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board, CNEA, O&Y-SMG Canada 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. United shall indemnify the Board, the CNEA, O&Y-SMG Canada 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 Purity Pest Control, or its employees or any other person for whom it is in law responsible, in the supply and quality of the equipment.
- (g) Other Terms: Such other terms and conditions as contained in the Request for Quotations or as required by the General Manager & CEO and the City Solicitor.

Conclusions:

This report recommends the Board enter into agreement with Classic Fire Protection Inc. for all-inclusive fire protection sprinkler system inspection, testing and maintenance repair services in accordance with this report, the terms of the RFQ and such other terms and conditions required by the General Manager & CEO and the City Solicitor. Ms. Arlene Campbell, General Manager NTC is in agreement with the terms and conditions outlined in this report.

Contact:

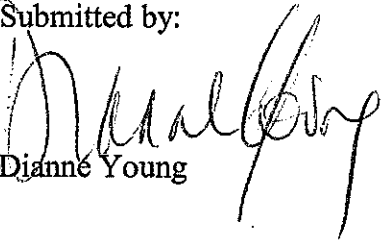
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Submitted by:



Dianne Young

