



**REQUEST FOR PROPOSAL #092
INSPECTION AND PREVENTATIVE MAINTENANCE OF ELEVATING
DEVICES**

**Submission Deadline: Before 12 noon Local Time Wednesday,
September 22, 2021**

Request for Proposal Coordinator: Stacey Shoemaker
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Date of Issue: Monday, August 30, 2021



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INSTRUCTIONS TO PROPONENTS

1. INTRODUCTION

1.1 INVITATION

- 1.1.1 The Thames Valley District School Board is one of the largest public school boards in the Province of Ontario and operates 160 schools within the City of London and counties of Elgin, Middlesex, and Oxford.
- 1.1.2 The TVDSB will consider bids from Proponents who are interested in providing inspection and preventative maintenance of elevating devices, as more particularly described in this Request for Proposal (“RFP”). Through this RFP TVDSB intends to award a contract to the Successful Proponent, who will execute a 2-year MSA with the TVDSB with the option of two additional years in one year increments.
- 1.1.3 TVDSB’s issuance of this RFP, its evaluation of any Proposals, its contract award, or its execution of an MSA with any Proponent are not intended to and shall not obligate TVDSB to issue any Work Orders to any Proponent. There is no guarantee that a Successful Proponent that is awarded a contract and executes an MSA will be required to perform any services or will be issued any Tenders, and TVDSB specifically disclaims any obligation to do so.

1.2 REQUEST FOR PROPOSAL OVERVIEW

- 1.2.1 This Section provides a brief summary of the RFP and is provided solely as a convenience. Proponents are urged to read all of the RFP documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MSA requirements. Failure to fulfil procedural or content requirements that are stipulated in the Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.
- 1.2.2 Proponents are required to deliver a Proposal which must include an RFP Submission. Proponents whose RFP Submissions achieve the highest scoring based upon the criteria identified by the TVDSB will be identified as “**Successful Proponents**”.
- 1.2.3 Each Successful Proponent that is awarded a contract will be required to enter into the MSA, pursuant to which TVDSB may issue Documents.

1.3 KEY INFORMATION

- 1.3.1 The table below provides a summary of some key information contained in the RFP Documents and is provided solely as a convenience.

RFP Coordinator	The “RFP Coordinator ” is s.shoemaker@tvdsb.ca
Question Deadline	The deadline for Proponents to submit questions (the “ Question Deadline ”) is seven (7) business days before the Submission Deadline.
Submission Deadline	BEFORE 12 noon Local Time on Wednesday, September 22, 2021 (the “ Submission Deadline ”).
Electronic Submission	An electronic bid submission is mandatory. See 1.8.2.



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1.4 THE SERVICES

- 1.4.1 TVDSB intends to issue an award to Proponents to provide the services more particularly described in Schedule A – Scope of Work.

1.5 PREVIOUSLY AWARDED PROPONENTS MUST APPLY

- 1.5.1 Proponents who have been previously awarded or who are currently working or have worked for TVDSB must respond to this RFP and must deliver a Proposal in order to be awarded a contract.

1.6 NO CONTRACT A

- 1.6.1 TVDSB does not intend to create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), with any Proponent or any other person or entity, and none will be created by virtue of TVDSB issuing this RFP or as a result of TVDSB’s receipt or review or evaluation of any Proposals.

1.7 THE MSA AND THE TERM

- 1.7.1 TVDSB intends to execute an MSA with each Successful Proponent that is awarded a contract. Provided that the execution of an MSA does not obligate TVDSB to issue any Work Orders or proceed with any projects, and the TVDSB does not guarantee any volume of Services and / or goods that will be required or that will be performed under any MSA.
- 1.7.2 The term of each MSA will be 2 years with the option of two additional years in one year increments.

1.8 TVDSB PROCUREMENT WEB PORTAL

- 1.8.1 Proponents must use the TVDSB Procurement Web Portal (the “Portal”) to access the RFP Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 1.8.2 Proponents must also use the Portal to upload the electronic bid submission.

1.9 PROPONENTS’ EXPENSES

- 1.9.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFP including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.

2. DEFINITIONS

Capitalized terms used in this RFP and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.



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- 2.1.1 **“Conflict of Interest”** has the meaning assigned to such term in paragraph 11.2.1.
- 2.1.2 **“Evaluation Team”** means the team appointed by TVDSB to conduct the evaluation process described in this RFP.
- 2.1.3 **“Local Time”** means the time of receipt recorded by TVDSB’s clock at the Submission Location.
- 2.1.4 **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.5 **“MSA”** means the written Master Services Agreement, substantially in the form of Schedule E, to be signed between TVDSB and each Successful Proponent.
- 2.1.6 **“Portal”** means the TVDSB Procurement Web Portal accessed at “www.tvdsb.ca”. Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 2.1.7 **“Successful Proponent”** has the meaning assigned to such term in paragraph **Error! Reference s**
ource not found..
- 2.1.8 **“Proponent”** means a vendor that participates in this RFP, whether or not it delivers a Proposal.
- 2.1.9 **“Proposal”** means, collectively, a Proponent’s completed RFP Submission.
- 2.1.10 **“Question Deadline”** is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the RFP.
- 2.1.11 **“Request for Additional Information”** has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.12 **“Request for Proposal” or “RFP”** means the prequalification process described in the RFP Documents.
- 2.1.13 **“RFP Coordinator”** is the person identified as such in the table in paragraph 1.3.1.
- 2.1.14 **“RFP Documents”** has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.15 **“Services”** means the Services described in Schedule A – Scope of Work.
- 2.1.16 **“Goods”** means the Goods described in Schedule A – Scope of Work.
- 2.1.17 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.19 **“RFP Requirements”** means Schedule C – RFP Requirements.
- 2.1.20 **“RFP Score”** has the meaning assigned to such term in paragraph 7.3.2.
- 2.1.21 **“RFP Submission”** means, collectively, a Proponent’s completed RFP Submission Form and all other material submitted by a Proponent in response to the RFP Requirements.
- 2.1.22 **“RFP Submission Form”** means Schedule D – RFP Submission Form.
- 2.1.23 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the RFP or not. For certainty **“TVDSB”** includes, as the context requires, the RFP Coordinator.
- 2.1.24 **“Contract Award”** has the meaning assigned to such term in paragraph 1.1.2.



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3. RFP DOCUMENTS AND ACCESS

3.1 ACCESS TO THE RFP DOCUMENTS

- 3.1.1 The RFP Documents will only be made available to Proponents electronically through the Portal. The Portal will include all RFP Documents, addenda and all other relevant notices, information and communications relating to the RFP.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
- (a) obtains access to the Portal;
 - (b) has the appropriate software to access and download the contents from the Portal; and
 - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any RFP Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

3.2 RFP DOCUMENTS

- 3.2.1 Proponents should ensure they have all of the documents listed below (collectively the “RFP Documents”). A Proposal will be deemed to have been prepared on the basis of all RFP Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the RFP Documents.
- (a) Instructions to Proponents (this document).
 - (b) Schedule A – Scope of Work and Requirements
 - (c) Schedule B – TVDSB Procurement Web Portal.
 - (d) Schedule C – Additional Submission Requirements
 - (e) Schedule D – Submission Form
 - (f) Schedule E – Master Service Agreement
 - (g) Schedule F – Asbestos Agreement
 - (h) Schedule G - Pricing
 - (i) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 Proponents should inform the RFP Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFP Documents.



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4. COMMUNICATIONS, QUESTIONS AND ADDENDA

4.1 COMMUNICATIONS

- 4.1.1 Except as provided in the RFP Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, regarding this RFP. A Proponent's failure to comply with this paragraph may result in the disqualification of the Proponent.

4.2 PROPONENTS' QUESTIONS

- 4.2.1 All Proponents' questions regarding this RFP are to be in writing and must be sent by e-mail to the RFP Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

4.3 ADDENDA

- 4.3.1 This RFP and the RFP Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

5. PROPOSAL CONTENTS, COMPLETION AND DELIVERY

5.1 PROPOSAL CONTENTS

- 5.1.1 Proponents must include the following in their Proposals,
- (a) An RFP Submission completed in accordance with Section 5.2

5.2 INSTRUCTIONS FOR COMPLETING THE RFP SUBMISSION

The bid submission **must** be returned electronically as a file upload:

- (a) Upload of the files as per above is the responsibility of the proponent;
- (b) Submissions received as hardcopies **will not** be accepted;
- (c) original completed and signed RFP Submission Form (Schedule D); and
- (d) all information, documents and materials required by and responding to each of the items set out in the RFP Requirements (Schedule B, C, D, E, F and G); and



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- (e) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to using the Portal. **Note Schedule G – Pricing must be uploaded in Excel format.** In the event of a discrepancy between an original document submitted by a Proponent and an electronic copy, the original shall govern.

5.2.2 The RFP Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and Services and/or Goods required. All information submitted by a Proponent and included as part of its RFP Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.

5.2.3 Proponents will only be considered and evaluated for the Services identified in their RFP Submission Form.

5.3 PROPOSAL DELIVERY

5.3.1 The bid submission **must** be returned as a file uploaded as per section 5.2.1

5.3.2 Proposals which are sent by fax, e-mail or any means other than as set out in this Section will not be considered.

5.3.3 An electronic submission must be uploaded to the Portal before the Submission Deadline. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.

5.3.4 Late Proposals will not be considered.

6. OPENING OF PROPOSALS AND THE ROLE OF THE PRE-QUALIFICATION COORDINATOR

6.1 OPENING OF PROPOSALS

6.1.1 Only Proposals uploaded to the Portal before the Submission Deadline will be opened.

6.2 ROLE OF THE RFP COORDINATOR

6.2.1 The RFP Coordinator will review the opened Proposal to confirm it contains the RFP Submission.

7. EVALUATION OF PROPOSALS

7.1 GENERAL

7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such contractors and advisors as the Evaluation Team may deem appropriate.

7.2 REQUESTS FOR ADDITIONAL INFORMATION

7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, "**Request for Additional Information**"), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.



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7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any answer received will form an integral part of a Proponent's Proposal. If a Proponent fails to provide an answer to a Request for Additional Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.

7.3 EVALUATION OF RFP SUBMISSIONS

7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the RFP Submissions, and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of an RFP Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any RFP Submissions delivered by any of the other Proponents.

- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
- (b) The Evaluation Team may contact and/or visit one or more of the Proponent's references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.

7.3.2 RFP Submissions will be evaluated by the Evaluation Team and awarded points for the Services subject to this RFP. NOTE: Proponents will only be considered and evaluated for the Services subject to this RFP.

7.3.3 RFP Submissions will be evaluated on a consensus basis based on criteria set out in the table below. If there is a meeting and/or interview with a Proponent, such meeting and/or interview will not be independently scored, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting and/or interview in its evaluation and may adjust the scoring of the Proponent's RFP Submission, regardless of when the meeting and/or interview is held. The points awarded for a Proponent's RFP Submission will be that Proponent's "RFP Score" for the Services subject to the RFP.

Evaluation Criteria	Points Available
SERVICE DELIVERABLES, SUPPORTS, REPORTS AND RESPONSE TIME	25
EXPERIENCE AND QUALIFICATIONS	20
ORGANIZATIONAL PROFILE AND CAPACITY	10
PRICING	40
REFERENCES	35
MAXIMUM POINTS AVAILABLE	130

7.4 AWARD TO SUCCESSFUL PROPONENTS

7.4.1 Subject to TVDSB's discretion and the other rights described in the RFP Documents, the Proponent(s) with the highest Scores will be awarded the contract for the Services.



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7.4.2 If there is a tie between the RFP Scores of two or more Proponents, TVDSB will resolve the tie by a draw, notwithstanding paragraphs 1.4.1 and **Error! Reference source not found.** The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.

7.5 DEBRIEFING

7.5.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.5.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.

7.5.2 If a Proponent desires a debriefing it shall submit a written request to the RFP Coordinator within 60 days after the TVDSB has posted the name(s) of the Successful Proponent(s). Any request that is not timely received will not be considered and no debriefing will be held.

8. SIGNING THE MSA AND THE PROVISION OF GOODS AND SERVICES

8.1 SIGNING THE MSA

8.1.1 The TVDSB will issue a notice to each Successful Proponent and will enclose the MSA for execution. Within fifteen (15) business days of receiving such notice and MSA each such Successful Proponent is to sign and deliver the signed MSA to TVDSB.

8.1.2 A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from the contract award. In this case the next highest scored Proponent will be deemed to be the Successful Proponent.

8.1.3 The execution of a MSA is not intended to and shall not obligate TVDSB to issue or execute any Tenders or otherwise engage any Proponent.

8.2 CONTRACTING FOR SERVICES

8.2.1 Services can only be provided by those proponents who have received contract awards.

9. TVDSB'S DISCRETION

9.1 GENERAL

9.1.1 In addition to any other options or express rights contained in the RFP Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB's exercise of its discretion.

9.1.2 A Proponent's delivery or TVDSB's evaluation of any Proposal, even where only one Proposal is delivered for a particular Service, will not obligate TVDSB to award a contract to any Proponent, proceed with any projects or tenders, or enter into a MSA with any Proponent.

9.2 TVDSB'S OPTIONS

9.2.1 TVDSB may, in its sole discretion, and for any or no reason:



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- (a) reject any or all Proposals;
- (b) cancel this RFP at any time;
- (c) cancel this RFP at any time and issue a new procurement process for the same or different RFP.

9.2.2 TVDSB may in its sole discretion:

- (a) verify with a third party any information contained in a Proposal;
- (b) check references other than those provided by a Proponent;
- (c) adjust a Proponent's Submission Score or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;
- (d) disqualify and remove from a contract any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

10. REMOVING SUCCESSFUL PROPONENTS FROM A CONTRACT

10.1.1 TVDSB may, in its sole discretion but always acting reasonably, remove a successful Proponent from a contract. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to successfully be awarded a contract which it was awarded;
- (b) the Proponent has been unable or unwilling to complete a Work Order issued to it on three (3) separate occasions, unless the Proponent has provided, in TVDSB's sole discretion, a valid commercial reason for doing so;
- (c) a significant change in the Proponent's operations, structure or control;
- (d) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (e) the Proponent's performance of the Services fell below TVDSB expectations and requirements, having regard to the complexity of the RFP and the Proponent's expertise and experience;
- (f) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (g) any other circumstances where removal from a contract is specifically provided for in the RFP Documents.

11. GENERAL

11.1 PROHIBITION ON LOBBYING AND COLLUSION

11.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP. Without limiting the generality of the foregoing, and except as provided in this RFP, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this RFP.

11.1.2 A Proponent's failure to comply with this Section may result in the disqualification of the Proponent and its removal from contracts.



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11.2 CONFLICT OF INTEREST

11.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this RFP, “**Conflict of Interest**” includes:

- (a) any situation or circumstances where, in relation to this RFP, the Proponent’s other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
- (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
 - (i) has a direct or indirect financial or other interest in any Proponent;
 - (ii) is an employee or a contractor to or under contract to any Proponent;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
 - (iv) has an ownership interest in or is an officer or director or partner of any Proponent.
- (c) any situation where:
 - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a “Related Party”); or
 - (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

11.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the RFP Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent’s written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:

- (a) disqualify the Proponent from participating in this RFP and/or remove the Proponent from one or more contracts;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

11.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent’s declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 11.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more contracts.

11.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA

11.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB’s advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the



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TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

- 11.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.4 AWARD DOES NOT CONSTITUTE ENDORSEMENT

- 11.4.1 TVDSB's award of a contract to a Proponent does not constitute a general endorsement of that Proponent's work or services.

11.5 LIMIT OF LIABILITY

- 11.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this RFP or a Proponent's participation in this RFP, including:
- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
 - (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFP and/or delivery of a Proposal, shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.

END OF INSTRUCTIONS TO PROPONENTS



Request for Proposal # 092 for Elevator Maintenance Scope of Work and Requirements

SCHEDULE A – SCOPE OF WORK AND REQUIREMENTS

1	DEFINITION OF TERMS
1.1	“ Agreement Price ” shall mean the stated and agreed upon sum of money, in Canadian Dollars, to be paid by the TVDSB to the Contractor, on a scheduled basis throughout the term of the Agreement in payment for the Contractor’s fulfilment of provisions, terms and conditions of the Agreement.
1.2	“ Anniversary ” shall mean November 1st of each year.
1.3	“ B355 ” shall refer to the latest edition including all supplements and revisions of the CAN/CSAB355 Safety Code for Lifts for Persons with Physical Disabilities in effect at the time of this agreement.
1.4	“ B44 ” shall refer to the latest edition, including all supplements and revision of the CAN/CSAB44 Safety Code for Elevators in effect at the time of this agreement.
1.5	For all terms in this Proposal, that are not otherwise defined; refer to the definitions as used in the B44 and B355 Safety Codes.
1.6	“ Call Out Service ” shall mean any instance, and cover all activities as required to be performed by the contractor other than Inspection and Preventative Maintenance, to correct an equipment malfunction or breakdown.
1.7	“ Inspect ” shall mean to physically inspect, test operation and function, replace and adjust as required or carry out whatever corrective means is required to ensure the proper performance and operation of that component. Any repairs over \$5000.00 will require approval.
1.8	“ Contractor ” shall mean the person, firm or corporation that has been contracted to perform and carry out the work of the Agreement.
1.9	“ Day ” shall mean any calendar working day, other than Saturday, Sunday or any of the statutory holidays as recognized at the TVDSB at the time of this Agreement.
1.10	“ Emergency call out service ” shall refer to any instance, and cover all activities as required to be performed by the contractor other than Inspection and Preventative Maintenance, to rescue and or evacuate trapped passengers from elevating device cabs.
1.11	“ Inspection and Preventative Maintenance ” shall mean all routine and scheduled activities, test, inspections, certification and record keeping, adjustments, cleaning, lubrication repairs and replacement and all other activities as listed under this agreement, that are performed by the contractor to ensure the safety, efficient operation of elevating devices as covered under this Agreement.
1.12	“ TSSA ” shall refer to the Technical Standards and Safety Authority, Elevating Devices Branch, and shall include their Director, officers, inspector and any agent who has been authorized to act on their behalf.
1.13	“ Supervisor ” shall refer to trained experienced personnel, directly employed by the contractor in a supervisory capacity to review and oversee the regular performance of the contractor’s maintenance technicians, as well as to provide maintenance staff with technical assistance in troubleshooting, adjusting and routine maintenance procedures.



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1.14	<p>“Work” shall include everything that is necessary to be done, furnished or provided by the contractor to satisfy the requirements and conditions for the Agreement.</p>
1.15	<p>“24 Hour Answering Service” shall mean constantly staffed operating switch, which may or may not be a third party service, suitably equipped to record all in coming trouble calls or requests for call back service, and is able to expeditiously dispatch service technicians to respond to such calls. The use of automatic recording equipment will not be considered or used as an answering service.</p>
2	GENERAL INTENT
2.1	<p>It is the intent of the TVDSB to retain the services of efficient and professional organization(s) in order to provide preventative elevator maintenance services and minor repairs. The Contract will cover staffing, supervision and operational responsibilities for elevator services provided by the successful proponent(s) and includes, but is not limited to:</p> <p>Routine Inspections Preventative maintenance service Repair service</p> <p>All Services shall be performed in accordance with the terms, conditions and specifications as set with the RFP and in accordance with TSSA requirements.</p>
3	CODES AND STANDARDS
3.1	<p>Supply all equipment and perform and carry out all work in accordance with the requirements of the federal, provincial and local safety codes, by-laws and regulations in effect at the time of this Agreement.</p>
3.2	<p>The Contractor shall inform the Facility Services Manager or designate in writing of all major changes in safety code regulations or requirements that might affect the performance of the work, terms and conditions of this Agreement.</p>
4	FREQUENCY
4.1	<p>Perform routine Inspections and Preventative Maintenance examinations as detailed in your submission but not to exceed the following:</p>
4.1.1	<p>Elevators: must be inspected monthly, never more than thirty-five (35) days between inspections.</p>
4.1.2	<p>Platform Lifts and Stair Lifts: must be inspected quarterly, never more than ninety-five (95) days between inspections.</p>
4.1.3	<p>Dock Levelers: must be inspected annually, having the same anniversary month.</p>
5	HOURS OF WORK
5.1	<p>All work is to be performed during regular service hours of regular working days (Monday to Friday during the hours of 7:30 a.m. to 4:30 p.m., excluding holidays), except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario). Pricing will be based on regular hours of service. Routine inspections, preventative maintenance, and the majority of the repair will be performed during regular service hours; however, the successful proponent(s) must be able to service TVDSB requirements, 24 hours per day, 7 days per week and 365 days per year.</p>
5.2	<p>The contractor shall be prepared to provide proof in the form of time tickets signed by the custodian or office staff to show the amount of time which was spent providing service in any given month.</p>
6	PROTECTION OF WORK AND PROPERTY



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6.1	Maintain protections of work and protect the TVDSB's property from injury or loss arising out of the execution of this Agreement.
6.2	Make good any such injury or loss, except such as may be directly caused by agents or employees of the TVDSB.
6.3	Take all necessary precautions to ensure that the work is done in a manner that does not endanger any person.
7	USE OF PREMISES
7.1	The Successful Proponent(s)'s use of the site is limited to the assigned work area in order to permit the continued use of existing facilities with the least amount of interference and disruption possible. The Successful Proponent(s) shall take reasonable measures in the execution of the Services to: <ul style="list-style-type: none"> • control noise during operations while the site is occupied; • ensure all areas are maintained in a clean and orderly condition; and • comply with all restrictions relating to parking and entrances to the site at all times.
7.2	The Successful Proponent(s) shall place necessary barriers and warning signs around and/or under all work areas where operations may endanger individuals or create a dangerous situation.
7.3	The Successful Proponent(s) will be responsible for maintaining all work areas (i.e. machine room, hoist way and pit area) in a clean and orderly condition at all times, to the satisfaction of TVDSB.
7.4	Upon completion of the Services, and prior to final inspection, the Successful Proponent(s) will clean all surfaces and remove all waste and surplus materials from the site. All waste materials resulting from the Services belong to the Successful Proponent(s) and shall be removed from the site at the Successful Proponent(s)'s expense.
8	ACCIDENTS AND CLAIMS
8.1	Accidents must be reported as per section 36 of the Ontario Regulation 209/01. In the event of an accident causing death, personal injury or property damage, advise the Maintenance Supervisor immediately giving a verbal report and submit to the Maintenance Supervisor within 24 hours of the accident signed written reports from all of your service personnel involved.
8.2	In the event of an injury to anyone working on or using the equipment, take whatever immediate action is necessary to aid the injured person and to prevent further injury to others.
9	COORDINATION WITH OWNER
9.1	Should a problem be of a nature that cannot be satisfactorily resolved during that visit, report back to the Maintenance Supervisor explaining why it was not possible to correct the problem that day and when the problem will be resolved.
10	PERSONNEL
10.1	The contractor shall have on staff a full time Supervisor whose duties are to oversee and supervise the activities of maintenance technicians and service crews.
10.2	The contractor shall provide a trained, knowledgeable, and skilled supervisor to oversee the work and ensure compliance with the terms and conditions of the Agreement. The costs associated with this supervision shall be included in the Agreement price.



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10.3	Supervisor shall fully represent the contractor in the performance of the work. They shall be authorized to accept any and all notice, orders, reports, complaints or other communication on behalf of the contractor.
10.4	All personnel providing service to the TVDSB shall be qualified licensed technicians in the elevator trade as required to perform work on behalf of TVDSB.
10.5	The Successful Proponent(s) shall ensure that all Elevating Devices Mechanics engaged in the Services shall be uniformed and identified as an employee of the Successful Proponent(s) and the must use any and all personal protective equipment, as dictated by Federal, Provincial or Municipal legislation.
10.6	Should TVDSB advise the Successful Proponent(s) in writing that an employee under its supervision and performing work under the Contract is for any reason objectionable, unsatisfactory or undesirable, the Successful Proponent(s) shall immediately remove the said person from the Contract.
11	MANUALS
11.1	Supply to Manager, Facility Services personnel a Master Inspection and Prevention Maintenance Program manual describing proper maintenance procedures and methods of maintaining the equipment in proper order.
11.2	Prior to the start of the Inspection and Preventative Maintenance Agreement, give seven (7) copies of this manual to the Manager, Facility Services.
11.3	The TVDSB shall not copy this manual and the Manager, Facility Services shall distribute this manual only to persons, determined by the TVDSB, who need to know the information contained in this manual.
11.4	If, in the course of the Agreement, changes are made to this manual, supply to the Manager, Facility Services seven (7) revised copies of the manual.
12	SCHEDULED MEETINGS
12.1	The contractor shall meet with the supervisor or designate upon award of the contract and as required thereafter to evaluate asset inventory, forecast and document annual repair and or replacement requirements, and review the Agreement Administration requirements.
13	ROUTINE INSPECTIONS AND PREVENTATIVE MAINTENANCE WORK ORDERS
13.1	One (1) Preventative Maintenance (P.M.) Work Order Number shall be given for each Elevator, Lift and Dock Levelers annually beginning each September to facilities.
13.2	This P.M. Work Order Number shall be quoted on all inspection invoices.
13.3	Each school or facility shall be invoiced separately after each inspection.
13.4	Each invoice is to include:
13.4.1	TVDSB P.M. Work Order Number.
13.4.2	School or Facility location name and office address.
13.4.3	The Maintenance Supervisor and Zone Office. (i.e.: Zone 4)
13.4.4	Detailed description of work performed. (i.e.: Annual Inspection of Dock Levelers, Quarterly Inspection of Platform Lift and/or Stair Lift, or Monthly Inspection of Elevator.)
14	REPAIRS
14.1	Any deficiencies found during the regular in inspections shall be carried out as per 1.7.



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14.2	Each submission to the Maintenance Supervisor for a Work Order Number shall include:
14.2.1	School or Facility location name and address.
14.2.2	The Maintenance Supervisor and Zone Office.
14.2.3	Description of the deficiency and actions necessary for correction.
14.2.4	Estimated time and cost of any material for correction.
14.3	Only TVDSB work order submissions authorized by the Maintenance Supervisor will be given Work Order Numbers. Invoices submitted without Work Order Numbers will not be paid.
14.4	Each invoice for Work Orders is to include:
14.4.1	TVDSB Work Order.
14.4.2	Estimated time and cost of any material for correction.
14.4.3	School or Facility location name and address.
14.4.4	The Maintenance Supervisor and Zone office.
14.4.5	A Service Report including:
14.4.5.1	Detailed description of work performed. (i.e.: deficiency and corrective action taken, including any special notes.)
14.4.5.2	Name of technician(s) who performed the correction.
14.4.5.3	Hours worked on site, time of arrival and departure from site.
14.4.6	Itemized list and cost of material for correction.
14.4.7	For scheduled repair work, outside of the Inspection and Preventative Maintenance of Elevating Devices, give the Maintenance Supervisor or Zone Assistant at least two weeks prior notice.
14.4.8	For unscheduled repair work outside of the Inspection and Preventative Maintenance of Elevating Devices, give the Maintenance Supervisor, Zone Assistant or Stand-by personnel immediate notice.
14.4.9	Communicate the status of repairs to the Maintenance Supervisor and the school if the repair cannot be completed by the close of the normal working day.
14.4.10	When possible, indicate the time required for completion of repairs.
15	SAFETY DEVICES
15.1	At no time permit the equipment to operate while any of the safety devices, mechanical or electrical are inoperative.
16	EQUIPMENT DEFECTS
16.1	Should a defect in the equipment or the design of the equipment become apparent based on experience with this installation or similar installations elsewhere, advise the Maintenance Supervisor immediately in writing setting out the steps to be taken for corrective action and repairs. (See Section 14 Repairs)
16.2	Forward to the Manager, Facility Services copies of any memoranda, internal or external, published or unpublished, dealing with actual or potential flaws in the equipment and design.
17	SAFETY DIRECTIONS
17.1	Carry out directives from the TSSA within the time specified by the authorities or, if no period is designated, thirty (30) days of notice of deficiency except for those items that are the responsibility of the TVDSB and directives resulting from changes to the existing codes. (All work to be completed under Section 14 Repairs)
18	DEFECTIVE WORK



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18.1	The TVDSB reserves the right to correct any equipment or maintenance deficiency items and to deduct the costs associated with such repairs from the monies owing to the contractor, whenever the contractor fails to complete the necessary corrective actions within thirty (30) days.
18.2	The TVDSB reserves the right to withhold payment in the event of non-performance on the part to the contractor.
18.3	The TVDSB reserves the right to pay the contractor for only the portions of the work completed, when outstanding deficiencies are still found to exist.
18.4	The TVDSB shall give at least fourteen (14) days notice in writing, prior to taking such actions, unless defective work compromises or affects passengers safety or the safe operation of the equipment.
19	DESCRIPTION OF WORK
19.1	The contractor shall provide the following under the scope of this Request for Proposal and as detailed in their submission for each and every Elevating Device as listed in Schedule G.
19.1.1	Regular Preventative Maintenance.
19.1.2	State if you have a 24 hour Answering service.
19.1.3	State response time for regular and emergency call back. State if 24 hour Emergency call back service is available.
19.1.4	Inspection and testing routines as set out herein.
19.1.5	Inspection and testing routines as set out in CAN/CSA-B44 and CAN/CSA-B355.
20	CALL OUT SERVICE
20.1	Include, as part of your pricing per inspection, call out service 24 hours per day, 7 days per week and 365 days per year.
20.2	Provide a telephone answering service staffed 24 hours per day, 7 days per week and 365 days per year.
20.3	At the time the call is placed the Maintenance Supervisor may choose to indicate that the repairs can be handled during regular hours; otherwise, answer the call immediately whether it be in overtime or regular time.
20.4	Provide regular call response within a maximum of two (2) hours from the time the call is placed until the arrival of the technician at the site.
20.5	Provide emergency call response within a maximum of forty-five (45) minutes from the time a call is placed until the arrival of a technician at the site.
20.6	Ensure that calls received by the answering service are transmitted immediately to a technician for action and that the Maintenance Supervisor, Zone Assistant or Stand-By personnel receive a call out within fifteen (15) minutes.
20.7	Regardless of the maximum time specified in 20.3 and 20.4, it is the intent of the TVDSB that the contractor provides call response with a technician at the site as soon as possible and that the times specified in 20.3 and 20.4 are considered maximum times.
21	TELEPHONES
21.1	The contractor will be responsible for proper operation, resetting and testing the telephone auto dialers located in each elevator and lift.
22	EMERGENCY CALL OUT SERVICE
22.1	Bidders should in Schedule G include emergency call service costs.



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22.2	Arrange that staff is available so that the response to an emergency call is within forty-five (45) minutes from the time the call is placed until the arrival of a service technician at the site.
22.3	Regardless of the maximum time specified in 22.2, it is the intent of the TVDSB that the contractor provides call out response with a maintenance person at the site as soon as possible and that the time specified in paragraph 22.2 is considered a maximum time.
22.4	In the event of an emergency call out service only, failure by the Successful proponent(s) to respond within fifteen (15) minutes of initial contact will result in TVDSB acquiring the required services elsewhere in the marketplace and charging back the Successful proponent(s) for any fees paid by TVDSB.
23	MANUFACTURER'S PARTS
23.1	Where identical parts are not available the alternative part must be approved by the Maintenance Supervisor or designate.
24	DEVICE LOG BOOK
24.1	Maintain a Log for each device, current, on the premises, and available for inspection by the TVDSB at any time. If no machine room is available, the Log(s) is to be permanently located in the main office of the facility.
24.2	Indicate in the Log after each visit the following information: day, month, time, name of technician, regular maintenance, regular time call out, overtime call out, action taken and work completed. A copy of the log must be sent to the designate.
24.3	The log is the property of the TVDSB.
24.4	Make entries in ink, legibly, consecutively and without blanks.
24.5	All entries to be signed off by the technician completing the work.
25	YEARLY REPORT
25.1	Each year, on the anniversary date of November 1st, submit to the TVDSB a report in electronic Excel format. Please submit a sample of a report. The report must consist of the following items per Elevating Device:
25.1.1	A complete summary of the activity including, but not limited to call received, repair work, complaints.
25.1.2	A certification that the various items as listed above were checked at the specified times and that they were found to be functioning correctly or, if not functioning correctly, notations of the problems and the corrective action taken.
25.1.3	An evaluation of the standard of maintenance for the year as compared to prior years and to the standards of the industry for similar installations.
25.1.4	An annual, five (5) year Major Asset Repair and Replacement Report. The report shall be submitted within the initial six (6) months of signing the Agreement to the Manager, Facility Services. This report shall be updated annually prior to January and submitted in electronic Excel format.
26	PERFORMANCE AND SERVICE
26.1	The successful contractor will be responsible to see that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operation and modify assignments as required.
26.2	The TVDSB reserves the right to complete a Contractor Performance Evaluation to measure customer's satisfaction.



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26.3	The successful contractor must be prepared to exchange all equipment that proves defective during this Agreement without rewriting the Agreement. Equipment may be replaced if the number of service calls greatly exceeds those recommended in the Preventive Maintenance program or when the TVDSB recommends replacement due to any other conditions upon mutual agreement.
26.4	Service is an extremely important consideration in the award of this bid.
26.6	Proposal for Elevators detailing the following:
26.6.1	Inspection of Elevators complying with CAN/CSA-B44.
26.6.2	Frequency of Inspection.
26.6.3	Preventative and Routine Maintenance Checklist.
26.6.4	Frequency of Preventative Maintenance Routine.
26.7	Proposal for Stair Lifts and Platform Lifts detailing the following:
26.7.1	Inspection of Lifts complying with CAN/ CSA-B355.
26.7.2	Frequency of Inspection.
26.7.3	Preventative and Routine Maintenance Checklist.
26.7.4	Frequency of Preventative Maintenance Routine.
26.8	Proposal for Dock Levelers detailing the following:
26.8.1	Inspection of Dock Levelers.
26.8.2	Frequency of Inspection.
26.8.3	Preventative and Routine Maintenance Checklist.
26.8.4	Frequency of Preventative Maintenance Routine.
26.9	State the employee of your firm to be the Supervisor of this Agreement. Clearly outline the Supervisor's name, telephone, facsimile, and cell phone numbers and e-mail address, and the qualifications and experience.
26.10	State the location of the office/depot where you will service this Agreement.
26.11	State the number of technicians at the locations.

END OF SCHEDULE



SCHEDULE B – TVDSB PROCUREMENT WEB PORTAL

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the RFP and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
 - (a) Click “Sign up now”;
 - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
 - (c) Proponents that click “I do not agree” will not be able to participate in the RFP.
 - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the RFP.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the RFP and click “Answers to Questions”.

END OF SCHEDULE



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SCHEDULE C – ADDITIONAL SUBMISSION REQUIREMENTS

It is important that Proponents present the information required by this RFP so that it can be readily understood and evaluated. A Proponent’s RFP Submission should address all of the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent’s failure to follow instructions or failure to provide a full response to this RFP may have an adverse impact on the evaluation of its RFP Submission.

Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience or qualifications, and should ensure that all required information is included and submitted as part of the Proponent’s RFP Submission.

References to web / internet sites or links are NOT acceptable and will NOT be considered.

Part 1	Completed and signed RFP Submission Form
Part 2	Proponent information

1. **Part 1 – Completed and Signed RFP Submission Form**

Submit a completed and signed RFP Submission Form (Schedule D) signed by the Proponent.

2. **Part 2 – Proponent Information**

Service Deliverables, Support, Reports and Response Time

The Proponent must include:

A detailed description of all Services being proposed including:

- Estimated time required to provide the Services per elevator;
- Detailed list of work (i.e. checks, adjustments, lubrications) performed during each; preventative maintenance service that will be a scheduled Service per elevator (full size AND lift elevator); and
- Number of standby Elevating Devices Mechanics for emergency maintenance service;
- Proponents process on notifying TVDSB for service calls.
- Proponent’s procedure for monitoring performance of its Elevating Devices Mechanics.
- Sample of proposed service reports.
- Sample of monthly report and indicate if customizable.
- Indicate Proponents transition plan if awarded some or all of the units.
- Description of how does the company escalates technical issues that arise.



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Experience and Qualifications

Minimum of (5) five projects of Similar Scope to include educational institutions and or public entities.

List specific industry knowledge that would apply to elevator maintenance and minor repairs. Identify communication skills and how they have been used on previous projects.

Identify specific technical competency.

List key achievements/ accomplishments.

Identify specific qualifications and related experience of personnel assigned and resources to be used in this contract.

Number of staff that have obtained the "Elevator Mechanic Certification" through TSSA.

Evidence of good standing with TSSA and/or Canadian Elevator Contractors Association.

Proof of last updated Health and Safety Policy.

Organization Profile and Capacity

Client organization listing: contact name, address, telephone numbers and email address;

List head office and the address of any branch office(s);

Organization Profile (Mission statement, number of years in business providing this service)

Organization Capacity (number of employees, total number of technicians; dedicated employees that TVDSB will contract listing names; titles and email addresses

List office hours; and 24 hour service if available

Insurance, WISR, Clearance Certificate and References

The Proponent **should** submit a letter from an insurance company (licenced to do business in the Province of Ontario) indicating its insurance limits for Comprehensive Commercial General Liability coverage. These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2008), Section GC11.1. A minimum of \$5,000,000.00 for Comprehensive Commercial General Liability coverage is required. The proponent **must** ensure that all subcontractors are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the proponent does not have the minimum coverage the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.

The Proponent **must** state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB

The proponent **should** submit a letter from an insurance company (licenced to do business in the Province of Ontario) indicating its insurance limits for Motor Vehicle Liability coverage). These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2008), Section GC11.1. A minimum of \$2,000,000.00 Automotive Liability Insurance coverage is required for company owned vehicles and a minimum of \$1,000,000.00 for employee owned vehicles. The General Contractor **must** ensure that all subcontractors and any employees operating vehicles on property of the TVDSB are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the contractor does not have the minimum coverage, the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.

The Proponent **should** submit a completed Workplace Injury Summary Report (WISR) document applicable to the Proponent.



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The Proponent **should** submit a current Clearance Certificate from the Workplace Safety and Insurance Board.

Proponents interested in pre-qualifying are advised that it is mandatory they have experience in expediting this type of work.

The Proponent **must** provide a minimum of three references where you have successfully completed projects of a similar nature. The reference **must** contain the following information:

Company Name
Contact Name
Email address

END OF SCHEDULE



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SCHEDULE D – RFP SUBMISSION FORM

Name and Business Address of Proponent:

Phone: _____ Fax: _____

Contact name for future correspondence and inquiries:

Name and Title _____ Phone: _____

E-mail: _____

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFP Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Submission Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) **the issuance of the RFP Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), between us and TVDSB;**
- (b) **notwithstanding that we may be awarded a contract, TVDSB has no obligation to issue any Work Orders;**
- (c) **if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same;**
- (d) **the execution of a MSA does not obligate TVDSB to engage us to perform any projects;**
- (e) **Work orders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MSA;**

We hereby represent that the documents and other material attached to this RFP Submission Form fully respond to Schedule C – RFP Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.



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Capitalized terms used in this RFP Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.

1. CONFLICT OF INTEREST

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services and / or delivering the Goods. Otherwise, if the statement below applies, check the box.

- We declare that there IS an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services and / or delivering the Goods.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent's proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

2. ATTACHMENTS

We have attached all documents and other material required in response to Schedule C – Submission Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

PROPONENT _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Proponent named above

END OF SCHEDULE



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**SCHEDULE E –
MASTER SERVICES AGREEMENT**

Refer to Master Services Agreement, attached separately in .pdf format.

A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from all VOR Lists on which the Proponent was placed.

It is the Proponent's responsibility to read and review the MSA prior to submission.



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SCHEDULE F – ASBESTOS PROCEDURE

Refer to Asbestos Procedure, attached separately in.pdf format.



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SCHEDULE G – PRICING

Refer to Pricing, attached separately in Excel format.



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