

The Corporation of the Township of Southwold

RFQ # 2018 – 01

Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library
Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex



**The Corporation of the Township of Southwold
REQUEST FOR QUOTATION**

Janitorial Services for the Township of Southwold Municipal Office, Shedden Library,
Shedden Fire Hall, Talbotville Fire Hall, and Southwold Keystone Complex

Kim Grogan, Treasurer
Tel: 519-769-2010 ext. 33
treasurer@southwold.ca

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone (include area code)

Fax (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Date

TENDER CLOSING DATE: Wednesday, August 22, 2018 at 11:00 a.m.

INFORMATION TO BIDDERS

- (a) Type of Contract - Janitorial services for the cleaning of the Southwold Municipal Office, Shedden Library, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex.
- (b) RFQ - One copy of the RFQ properly signed and sealed in an envelope with the RFQ number clearly marked on the front will be received at the Municipal Office before 11:00 a.m. on Wednesday, August 22, 2018.
- (c) Lowest or any RFQ not necessarily accepted.
- (d) The Township of Southwold reserves the right to reject any or all bids received.
- (e) The awarding of this RFQ is subject to the approval of the Township of Southwold Council.
- (f) This RFQ contains:

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SECTION 1: INSTRUCTIONS TO BIDDERS

1. Invitation

1.1 Scope of Work

The Municipality is seeking a qualified experienced contractor to supply the labour, material and equipment required to provide efficient and consistent janitorial cleaning services required at the specified locations. The initial contract term shall be awarded for a period of 15 months, beginning October 1, 2018, with the option to renew the contract for four additional one-year terms.

The Work to be done under the Contract shall be in accordance with the Detailed Specifications herein.

1.2. RFQ Call

1.2.1. Submissions signed, sealed and dated will be received at the Corporation of the Township of Southwold municipal offices located at 35663 Fingal Line, Fingal ON, N0L 2K0 before the time for bid closing of 11:00:00 a.m. local time as designated by the municipal office clock on Wednesday August 22, 2018.

1.2.2. The Township may, by addendum, extend the submission closing time or any other scheduled dates relating to this RFQ call.

1.2.3. RFQ's submitted after the submission closing time will not be considered and will be returned to the Proponent unopened.

1.2.4. Submissions will be opened publicly at 11:00 a.m. local time on the 22nd of August, 2018, at The Township of Southwold municipal office, located at 35663 Fingal Line, Fingal, Ontario. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the RFQ, the completion of which will ultimately determine the successful bidder.

1.2.5. Amendments to a submitted RFQ will be permitted if received by the Township of Southwold in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted RFQ. A submitted RFQ amendment shall state the amount to be added to or deducted from the Bid Price.

1.2.6. RFQ's and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Township of Southwold.

1.2.7. A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Township of Southwold. The withdrawal will be in effect as of the time the said notice is received by the Township of Southwold.

1.2.8. Proponents agree to prepare and submit bids at their own cost. The Township of Southwold is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the RFQ. All such costs shall be the Proponent's sole responsibility.

1.2.9. RFQ's will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Southwold Procurement policy By-law 2015-50 (copy available upon request). By submitting a RFQ, each Bidder agrees to be bound by the terms and conditions of that By-law and those procedures and any amendments to them, as fully as if it were reproduced and attached to this RFQ.

1.3. RFQ Bid Price

1.3.1. The price(s) quoted shall be in Canadian funds and shall include all costs and HST shall be extra, where applicable.

SECTION 2. Contract and Bid Documents

2.1. Definitions

2.1.1. The word Bidder is interchangeable with the word Proponent in this document. The word Bid is interchangeable with the word RFQ in this document.

2.1.2. Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

2.2. Availability

2.2.1. Bid Documents may be obtained by request by sending an email to treasurer@southwold.ca or in-person at the municipal office located at 35663 Fingal Line, Fingal, Ontario, N0L 1K0.

2.2.2. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Township of Southwold if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

2.3. Queries and Addenda

2.3.1. All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: treasurer@southwold.ca

2.3.2. Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.

2.3.3. Verbal answers given by the Township of Southwold to queries are only binding when confirmed by written addendum. All addenda issued in writing shall be posted at www.southwold.ca.

SECTION 3. Bid Submissions

3.1. Submissions

3.1.1. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

3.1.2. All Bid Forms must be fully completed, signed by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.

3.1.3. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Township of Southwold, be declared invalid and rejected.

3.1.4. Bids with Bid Forms and enclosures which are improperly prepared may be, at the Township of Southwold's sole discretion be declared invalid.

3.1.5. All submitted bids and supporting documentation become the property of the Township of Southwold and will not be returned.

SECTION 4. Offer Acceptance or Rejection

4.1. Duration of Offer

4.1.1. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

4.2. Clarification of Bids

4.2.1. The Township of Southwold may, at any time following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification within two (2) working days following receipt of such a request, or within such shorter time as the Township of Southwold may require. The Township of Southwold may require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.

4.2.2. The additional information accepted by the Township of Southwold and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.

4.2.3. The right to request clarification of Bids by the Township of Southwold as provided herein within the sole, complete and unfretted discretion of the Township of Southwold and is for the Township of Southwold's sole benefit, and may or may not be exercised by the Township of Southwold at any time and in respect to any or all Bids.

4.2.4. The Township of Southwold's right to request clarification of Bids as provided herein shall not in any way impose upon the Township of Southwold a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Township of Southwold the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Township of Southwold may reject a Bid either before or after seeking a clarification under this section.

4.2.5. The seeking of a clarification of a Bid by the Township of Southwold as provided herein shall not in any way oblige the Township of Southwold to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.

4.2.6. All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Township of Southwold.

4.3. Acceptance or Rejection of Offer

4.3.1. The submission of Bids does not obligate the Township of Southwold to accept any Bid or to proceed with the purchase.

4.3.2 Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in any way may, at the sole and absolute discretion of the Township of Southwold, be declared invalid and rejected.

4.3.3. The Township of Southwold retains the separate right to accept or waive irregularities if, in the Township of Southwold's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Township of Southwold may, as a condition of bid acceptance, request the Bidder to correct a minor or technical irregularity with no charge to the Bid Price.

4.3.4. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Township of Southwold's sole and absolute discretion.

4.3.5. The Township of Southwold reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so

in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.

4.3.6. Bidders expressly waive any and all rights to make any claim against the Township of Southwold for any matter arising from the Township of Southwold exercising its rights as stated in these Instructions to Bidders.

4.4 Proof of Ability – Prequalification

To qualify, a Bidder must have been in the business of **Performing Similar Janitorial Services for a period of not less than two (2) years**, performing contracts similar in size to this proposed Contract or must demonstrate their ability to perform services. The Bidder must also provide a minimum of 2 references for janitorial services provided at arms-length, including a contact name, phone number and email address.

Where deemed necessary by the Township, the Bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Services outlined in the RFQ Documents. Insufficient experience may result in disqualification.

SECTION 5. Indemnification:

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

The Corporation of the Township of Southwold

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Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex

**ITEMIZED BID
JANITORIAL SERVICES**

Total Weekly Price to fulfill ALL cleaning requirements at the Township of Southwold Municipal Office
35663 Fingal Line, Fingal, ON

\$ _____
HST \$ _____
Total \$ _____

Total Weekly Price to fulfill ALL cleaning requirements at Southwold Township Library, Shedden
35921 Talbot Line, Shedden, ON

\$ _____
HST \$ _____
Total \$ _____

Total Monthly Price to fulfill ALL cleaning requirements at Shedden Fire Hall
9331 Union Road, Shedden, ON

\$ _____
HST \$ _____
Total \$ _____

Total Monthly Price to fulfill ALL cleaning requirements at Talbotville Fire Hall
10586 Sunset Road, Talbotville, ON

\$ _____
HST \$ _____
Total \$ _____

Total Quarterly Price to fulfill ALL cleaning requirements at Keystone Complex
35921 Talbot Line, Shedden, ON

\$ _____
HST \$ _____
Total \$ _____

DATED AT this day _____ of _____, 2018.

Signature of Authorized Person

Firm

Name of Authorized Person

Position in Firm

The Corporation of the Township of Southwold

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Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex

Form of Contract

The Bidder declares that this Contract is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Contract for the same work.

The Bidder declares that no member of the Council and no employee of The Corporation of the Township of Southwold is, will be, or has become interested, directly or indirectly, as a Contract in Party, Partner, Stockholder, Surety or otherwise in, or in the performance of, the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

The Bidder agrees that this contract will remain open for acceptance and the prices herein tendered will remain firm and unchanged for a period of ninety days after the opening of contracts and The Corporation of the Township of Southwold may at any time within this period accept this contract whether any other contracts has been previously accepted or not.

The Bidder has attached hereto all relevant information, literature, detailed specifications and other information relevant to the supplying and installing of the unit being offered in order to enable The Corporation of the Township of Southwold to properly evaluate this tender.

DATED this ____ day of _____, 2018.

Signature _____

Name of Signing Officer _____

Company Name _____

Address _____

Phone _____ **Fax** _____ **Email** _____

ACCEPTED by the Municipality, dated at this ____ day of _____, 2018.

Signature _____

Mayor Grant Jones

Signature _____

CAO/Clerk Lisa Higgs

The Corporation of the Township of Southwold

RFQ # 2018 – 01

Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex

SPECIFICATIONS

GENERAL:

The Municipality is seeking a qualified experienced Contractor to supply the labour, material and equipment required to provide efficient and consistent janitorial cleaning services required at the specified locations. The initial contract term shall be awarded for a period of 15 months with the option to renew the contract for four additional one-year terms.

MANDATORY EXAMINATION OF SITES:

1. All Bidders must attend a site visit at the various locations where the Work is to occur to take measurements, inspect all existing conditions and ascertain the amount of work involved, in order to submit a bid.
2. A mandatory site visit has been arranged for Thursday, August 10, 2018 at 9am starting at the Municipal Office located at 35663 Fingal Line, Fingal, ON, N0L 1K0.
3. Bidders shall not claim at any time after submission of the RFQ that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

LOCATION OF WORK:

Township of Southwold Municipal Office, 35663 Fingal Line, Fingal, ON N0L 1K0
Southwold Township Library, Shedden, 35921 Talbot Line, Shedden, ON N0L 2E0
Shedden Fire Hall, 9331 Union Rd, Shedden, ON N0L 2E0
Talbotville Fire Hall, 10586 Sunset Dr., Talbotville, ON N0L 2K0
Southwold Keystone Complex, 35921 Talbot Line, Shedden, ON N0L 2E0

1. SCOPE OF WORK:

1.1. Hours of Operation

The Municipal Office is open Monday-Friday, 8:30am-4:30pm (excluding holidays). Municipal Council meets the 2nd and 4th Monday of each month from 7pm-11pm.

The Southwold Township Library, Shedden, is open as follows:

Monday: CLOSED
Tuesday: 2 pm – 8 pm
Wednesday: CLOSED
Thursday: 2 pm – 7 pm
Friday: 10 am – 5 pm
Saturday: 2 pm – 5 pm
Sunday: CLOSED

The Shedden Fire Hall does not have office hours.

The Talbotville Fire Hall does not have office hours.

The Southwold Keystone Complex does not have office hours.

1.2. Cleaning Requirements for Township of Southwold Municipal Office

1.2.1. The Contractor shall clean:

- Office areas, this includes all offices on the first floor and the water office in the basement, all open office areas, front reception and lobby, Council Chambers;
- Washrooms;
- Lunch room and;
- Photocopier area.

1.2.2. The Contractor shall complete cleanings **ONCE EACH WEEK** at the Township of Southwold Municipal Office. Cleaning shall be completed outside of regular office hours and Council/Committee meeting hours, at a consistent time, as agreed upon by the Proponent and the Township of Southwold. The cleaning may be occasionally moved to other times, only with prior approval from the Township of Southwold.

1.2.3. The following tasks are to be completed during **EACH cleaning** at the Township of Southwold Municipal office:

- Lunchroom/kitchen shall be cleaned and disinfected including sink, counters, inside of microwave, tables and floors;
- Clean and disinfect washrooms including but not limited to toilets (includes interior & exterior), sinks, faucets, counter tops, mirrors, and urinals;
- Vacuum all carpet;
- Ceramic and vinyl floors shall be vacuumed/swept, washed and disinfected;
- Scatter mats and boot trays shall be shaken or vacuumed;
- Window sills and interior windows shall be spot cleaned;
- Marks and smudges shall be removed from walls, doors and trim;
- All door handles, fixtures, switch plates shall be cleaned;
- Cleared space on desks, tables, counter tops and filing cabinets shall be cleaned and dusted;
- Telephones shall be cleaned and disinfected.
- Waste containers shall be emptied;
- Switch off all lights;
- Alarm security system and;
- Lock all exterior doors.

1.2.4. The following tasks are to be completed **ONCE A MONTH** at the Township of Southwold Municipal Office:

- Vacuum office chairs and wipe down arm and support surfaces;
- Baseboards cleaned and disinfected;
- Stairs to basement vacuumed and;
- Heat registers and air return grills cleaned and disinfected.

1.2.5. The following task is to be completed **TWICE PER YEAR** at the Township of Southwold Municipal Office

- Thoroughly clean all windows inside and out including screens.
- Clean light lenses.

1.3. Cleaning Requirements for Southwold Township Library, Shedden

1.3.1. The Contractor shall clean:

- All office and public areas;
- All washrooms;
- Lobby entrance and;
- Vestibule in rear of building/public washroom lobby.

1.3.2. The Contractor shall complete cleanings **THREE** times each week at the Southwold Township Library, Shedden. Cleaning shall be completed outside of regular office hours at a consistent time, as agreed upon by the Proponent and the Township of Southwold. The cleaning may be occasionally moved to other times, only with prior approval from the Township of Southwold.

1.3.3. The following tasks are to be completed during **EACH cleaning** at the Southwold Township Library, Shedden:

- Clean and disinfect washrooms including but not limited to toilets (includes interior & exterior), washbasins (sinks), faucets, mirrors, urinals, grab bars, soap dispenser, door handles and floors;
- Restock soap dispensers, paper dispensers, replacing where necessary. The Municipality will provide supplies for the purpose of restocking dispensers;
- Clean and disinfect Customer Service desk;
- Finger marks and smudges shall be removed from walls, doors, trim and fixtures;
- Vacuum all runner mats and carpeted areas in the public space;
- Wash tile floors and dust all entrances, exits and storage rooms, desks, computer equipment and shelves;
- Clean and disinfect all tables, counters, desks and chairs;
- Sweep, mop and disinfect tile floors;
- Empty waste paper and recycling receptacles and take out to bin;
- Check water taps and toilets to ensure that there are no leaks, and if a leak is found, notify the Township of Southwold Office about the leak, within 24 hours;
- Switch off all lights; and
- Lock all exterior doors.

1.3.4. The following tasks are to be completed **ONCE A WEEK** at the Southwold Township Library, Shedden:

- Boot trays shall be shaken or vacuumed;
- Telephones shall be cleaned and disinfected;
- Heat registers and air return grills shall be cleaned and disinfected;
- Interior windows shall be spot cleaned;
- All door knobs, fixtures and switch plates shall be cleaned and disinfected;
- Dust electrical panels, hot water tanks, pumps, pipes etc.
- Dust all drapes and blinds.

Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex

1.3.5. The following task is to be completed **TWICE PER YEAR** at the Southwold Township Library, Shedden:

- Clean all light lenses;
- Thoroughly clean all windows, inside and out, and clean screens.

1.3.6. The following tasks are to be completed **ONCE PER YEAR** at the Southwold Township Library, Shedden:

- Steam clean all carpets and mats.

1.4. Cleaning Requirements for Shedden Fire Hall

1.4.1. The Contractor shall clean:

- All areas excluding Apparatus bays.

1.4.2. The Contractor shall complete cleanings **ONCE** each month at the Shedden Fire Hall. Cleaning shall be completed at a consistent time, as agreed upon by the Proponent and the Township of Southwold. The cleaning may be occasionally moved to other times, only with prior approval from the Township of Southwold.

1.4.3. The Contractor shall not enter the apparatus bay and shall not handle apparatus and equipment.

1.4.4. The following tasks are to be completed during **EACH cleaning** at the Shedden Fire Hall:

- Training room, entry-way, offices, washrooms and kitchen floors swept, mopped and disinfected;
- Baseboards cleaned;
- Clean and disinfect washrooms, including but not limited to, toilets (includes interior & exterior), sinks, faucets, counter tops, mirrors, and urinals;
- Tables, desks and chairs cleaned and disinfected;
- Empty garbage containers and take out to bin;
- Clean window ledges and areas around windows;
- Check water taps and toilets to ensure that there are no leaks, and if a leak is found, notify the Township of Southwold Office about the leak, within 24 hours;
- Switch off all lights and;
- Lock all exterior doors.

1.5. Cleaning Requirements for Shedden Talbotville Fire Hall

1.5.1. The Contractor shall clean:

- Washroom; and
- Portable.

1.5.2. The Contractor shall complete cleanings **ONCE** each month at the Talbotville Fire Hall. Cleaning shall be completed at a consistent time, as agreed upon by the Proponent and the Township of Southwold. The cleaning may be occasionally moved to other times, only with prior approval from the Township of Southwold.

Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex

1.5.3. The Contractor shall not enter the apparatus bay and shall not handle apparatus and equipment.

1.5.4. The following tasks are to be completed during **EACH cleaning** at the Talbotville Fire Hall:

- Portable floors vacuumed;
- Tables, desks and chairs in portable cleaned and disinfected;
- Clean window ledges and areas around windows in portable;
- Clean and disinfect washrooms, including but not limited to, toilets (includes interior & exterior), sinks, faucets, counter tops, mirrors, and urinals;
- Empty garbage containers and take out to bin;
- Check water taps and toilets to ensure that there are no leaks, and if a leak is found, notify the Township of Southwold Office about the leak, within 24 hours
- Switch off all lights; and
- Lock all exterior doors.

1.6. Cleaning Requirements for Southwold Keystone Complex

1.6.1. The Contractor shall clean:

- Washrooms;
- Kitchen;
- Bar area;
- Kitchen storage room;
- Lobby; and
- Entry way.

1.6.2. The Contractor shall complete cleanings **ONCE quarterly on the second Monday of February, May, August, and November** each month at the **Southwold Keystone Complex**. Cleaning shall be completed at a consistent time, as agreed upon by the Proponent and the Township of Southwold. The cleaning may be occasionally moved to other times, only with prior approval from the Township of Southwold.

1.6.3. The following tasks are to be completed during **EACH cleaning** at the Southwold Keystone Complex

- Kitchen shall be cleaned and disinfected including sinks, counters, cupboard doors, tables and floors;
- Kitchen walls shall be cleaned and disinfected, floor to ceiling;
- Clean and disinfect washrooms including but not limited to toilets (includes interior & exterior), sinks, faucets, counter tops, mirrors, stall dividers, urinals and doors;
- Light fixtures through the entire facility, clean interior and exterior;
- Windows in meeting room and glass doors (entry), cleaned and disinfected, interior and exterior;
- Clean and disinfect tables and chairs throughout facility, including items in storage rooms. Identify if any repairs are considered necessary, set aside and advise the Township of Southwold office;
- Switch off all lights; and

- Lock all exterior doors.

2. TIME AT EACH SITE:

The Contractor shall spend enough time at each site to complete the work.

3. CRIMINAL BACKGROUND CHECKS:

The Successful Bidder must provide copies of satisfactory Police Criminal Background check completed within the last 3 months for all staff that will be working on this contract. This must be provided before the Contractor may start work.

4. ACCESS TO PREMISES:

The Contractor shall be responsible for the security of the premises, upon entering and leaving buildings, where janitorial cleaning services are being performed. The Contractor shall ensure that all entrance/exit doors and windows are closed and locked before vacating the premises.

5. JANITORIAL SUPPLIES:

The cleaning supplies and equipment are to be **PROVIDED BY THE CONTRACTOR**, and shall be environmentally safe cleaning products. The Contractor shall provide and maintain a WHIMIS binder containing all MSDS sheets for designated chemicals used.

The Municipality will provide the garbage bags for waste containers and supplies to restock soap and paper towel dispensers.

6. INTERIOR AND EXTERIOR WINDOWS:

The work requirement, “windows shall be cleaned” only applies to windows that are accessible from the floor level.

7. QUALITY INSPECTIONS:

The Municipality may complete quality inspections of the work completed by the Contractor. Any work found to be deficient will be corrected to the satisfaction of the Municipality’s C.A.O. Correction of deficient work may include additional cleanings at no additional cost. Repeated deficiencies will result in cancellation of contract.

8. STATUTORY HOLIDAYS:

Designated holidays are defined as follow: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. If the scheduled cleaning day falls on a statutory holiday, the contractor shall re-schedule the cleaning for that day to a time agreed upon with the Township of Southwold.

9. WSIB:

Contractor shall provide a copy of a current WSIB Clearance Certificate to the Township of Southwold before any work commences.

10. LIABILITY INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:

The Contractor shall indemnify and save harmless the Corporation of the Township of Southwold from and against all claims, demands, loss, damages, suits or actions resulting

from (a) any breach, violation or non-performance of any covenant, obligation or agreement of the Contractor contained in this Agreement and/or (b) any damage to property either real or personal and either owned by the Township of Southwold or others, howsoever occasioned by the activity of the Contractor or those for whom the Contractor is at law responsible; and/or (c) any personal and/or bodily injury to any person or persons including death resulting at any time therefore howsoever occasioned by the activities of the Contractor or those for whom the Contractor is at law responsible. The limit of liability insurance shall be a minimum of \$2,000,000.00 (Two Million Dollars) in respect of any one accident. Prior to the commencement of work the Contractor shall provide proof of said insurance, naming the Corporation of the Township of Southwold as additional insured. The Contractor will be liable for any damage caused to the property of the Township of Southwold during the carrying out of his/her contract.

11. OCCUPATIONAL HEALTH AND SAFETY ACT (R.S.O. 1980) & REGULATIONS:

The Contractor must ensure compliance with the Occupational Health and Safety Act Regulations and indemnify the Township for any failure to do so. In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a contractor with respect to the work. The Occupational Health and Safety Act provides, in addition to other matters, that:

A constructor shall ensure, on a project undertaken by the constructor that:

- (a) the measures and procedures prescribed by the Act and the Regulations are carried out on the project;
- (b) every employer and every worker performing work on the project complies with the Act and the Regulations; and
- (c) the health and safety of the workers on the project is protected.

GENERAL CONDITIONS

1. Interpretation:

In the contract “Work” means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

2. Status of the Contractor:

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township.

3. Amendments:

No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Township and of the Contractor.

4. Compliance with Applicable Laws:

The Contractor shall comply with all laws applicable to the performance of the Work.

5. Subcontracting:

Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Township in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any location. In any Subcontract, the Contractor shall, unless the Township

otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions of the Contract.

6. Inspection of the Work:

The Work and any and all parts thereof shall be subject to inspection and acceptance by the Township.

7. Infringement:

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

8. Indemnification:

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

9. Payment:

Payment by the Township for the Work shall be made following delivery, inspection and acceptance of the Work, and following presentation of an invoice which correctly corresponds with the work provided. Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.

10. Conflict of Interest:

All firms are required to disclose to the Township prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:

- 1) Refuse the new assignment, OR
- 2) Take such steps as are necessary to remove the conflict of interest.

11. Fraud or Bribery:

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township, or to commit fraud against the Township, the Township shall be at liberty to declare the tender void forthwith, or the Township to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.

12. Environmental Purchasing:

The Township is committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Contractors are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Township.

13. Municipal Freedom of Information and Protection of Privacy Act:

The Corporation of the Township of Southwold is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended (“MFIPPA”)

with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township in response to this Request for Tender may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

14. Entire Agreement:

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

15. Applicable Laws:

This Contract shall be interpreted and governed, and the relations between the Parties, determined *The Corporation of the Township of Southwold RFQ # 2018-01 Janitorial Services for the Township of Southwold Municipal Office, Southwold Township Library Shedden, Shedden Fire Hall, Talbotville Fire Hall and Southwold Keystone Complex.*

16. Accessibility for Ontarians with Disabilities Act, 2002 (AODA):

The Corporation of the Township of Southwold is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Township services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the Township must comply with all laws applicable to the performance of the work. Effective 1st of January 2010, third party Contractors who deal with the public or other third parties on behalf of the Township, as well as Contractors who participate in developing Township policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

17. Training:

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the Township.

18. Termination:

This agreement may not be terminated by the Contractor unless agreed to by the Township in writing. The Township may terminate this contract in writing with 30 days notice. If the successful Contractor fails to commence work or neglects to proceed at a rate of progress satisfactory to the Chief Administrative Officer of the Township of Southwold, the Contract may become null and void and the Municipality shall have the right to then employ such means as required to complete the Contract. In such a case the Contractor shall forfeit any claim, entitlement or right to payment for work not done or performed.