



## **REQUEST FOR PROPOSAL**

ISSUE DATE: January 7, 2020

### **CLEANING SERVICES**

### **FOR THE TOWNSHIP OF ALWICK/HALDIMAND COMMUNITY CENTRES**

**CLOSING: 2:00 p.m. – January 30<sup>th</sup>, 2020**

At the Township of Alwicks/Haldimand

10836 County Road 2,

P.O. Box 70,

Grafton, Ont. K0K 2G0

Attention: Robin van de Moosdyk, CAO/Clerk

## **1. INTRODUCTION**

### **1.1 Purpose**

The Township of Alnwick/Haldimand is issuing this Request for Proposal ("RFP") to acquire efficient and consistent Cleaning Services at the Township of Alnwick/Haldimand's Community Centre locations of; Alnwick Community Centre (ACC), and Fenella Community Hall. Cleaning Services, which include regular, and project specific (optional) cleaning tasks.

The Proponents should submit information pertaining to their ability to perform the specified services in a reliable, practical, cost effective manner, while maintaining the highest standards regardless of the day or time. The Township has specified its requirements for Cleaning Services in this RFP.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Time and Address for Proposal Delivery**

Proposals must be received by the Township of Alnwick/Haldimand Office; 10836 County Rd. 2, Grafton, ON K0K 2G0. No later than 2:00 p.m., on Thursday, January 30<sup>th</sup>, 2020.

### **2.2 Number of Copies**

Faxed or emailed PDF Proposals are NOT permitted. Proponents sending proposals by courier bears all risk that the Township receives the Proposal on time. Proponents are asked to submit one (1) original and two (2) copies for a total of three (3).

### **2.3 Late Proposals**

Proposals received after the Closing Time and Date will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time or Date.

### **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time and Date, but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Fax or emailed PDF amendments are NOT permitted.

### **2.5 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named bellow (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Lois O'Neill-Jackson – Interim Deputy Clerk/Special Projects/HR Coordinator  
Address: Township of Alnwick/Haldimand  
10836 County Rd 2,  
Grafton, ON K0K 2G0  
Telephone: 905-349-2822 ext. 25  
Email: [ljackson@ahntp.ca](mailto:ljackson@ahntp.ca)

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative. If the Township determines that an amendment is required to this RFP, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.6 Addenda**

If the Township determines that an amendment is required to this RFP, the Township Representative will post a written addendum on the Township website ([www.alnwickhaldimand.ca](http://www.alnwickhaldimand.ca)) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the Township website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Township website.

## **2.7 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Sites (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.8 Opening of Proposals**

The Municipality intends to open Proposals in public but reserves the right not to open Proposals in public at its sole discretion.

## **3.0 PROPOSAL SUBMISSION FORM AND CONTENTS**

### **3.1 Package**

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number if applicable.

### **3.2 Form of Proposal**

Bidders/Proponents are to complete and submit attached Bid Form - Schedule 'B'.

### **3.3 Signature**

The legal name of the person or firm submitting the Proposal should be inserted on the Bid Form. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatures. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint

venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above.

- c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members and references, as the Evaluation Team may in its discretion decision is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to Council.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Township (including best value based on quality, service and price), using the following criteria:

- a) Experience, Reputation and Resources**

- b) Technical**

The ability of the Proponent to undertake the services to the quality standards required by the service protocols and specifications and the other terms of the project agreement.

- c) Financial**

The Proposal's affordability in comparison to the affordability requirements set out in the RFP.

- d) Statement of Departures**

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria will be applied evenly and fairly to all Proposals.

### **4.3 Litigation**

In addition to any other provision of this RFP, the Township may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Township, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this Section, the Township will consider whether the litigation is likely to affect the Proponent's ability to work with the Township, its contractors and representatives and whether the Township's experience with the Proponent indicates that there is a risk the Township will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

#### **4.4 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests only to selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

#### **4.5 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

#### **4.6 Negotiation of Contact and Award**

If the Township selects a Preferred Proponent or Preferred Proponents, then it may:

- a) Enter into a Contract with the Preferred Proponent(s); or
- b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - (1) Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) Negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent Proposal; and
  - (3) Negotiation of amendments to the Preferred Proponent's price(s) as set out in the Preferred Proponent's Proposal and/or scope of Services if:
    - a) The Preferred Proponent's financial Proposal exceeds the Townships approved budget, or
    - b) The Township reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - c) A knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
    - d) If at any time the Township reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open discussion with another

Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No Municipal Obligation**

This RFP is not a tender and does not commit the Township in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township reserves the complete right to at any time reject all Proposals, and to terminate the RFP process.

### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting proposals and for any meetings, negotiations or discussions with the Township in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in the RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, the RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Township, its elected or appointed officials or employees. The Township may rely on such disclosure.

### **5.5 Solicitation of Council Members, Township Staff**

Proponents and their agents will not contact any member of the Township Council or Township Staff with respect to this RFP, other than the Township Representative named in Section 2.5, at any time prior to the award of a Contract or the cancellation of this RFP.

### **5.6 Confidentiality**

All submissions become the property of the Township and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware the Township is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act of Ontario*.

## SCHEDULE A – SCOPE OF SERVICES

### CLEANING SERVICES FOR COMMUNITY CENTRES

#### A1. DESCRIPTION OF SCOPE OF SERVICES REQUIRED

The purpose of this Request for Proposals (the "RFP") is to invite qualified Proponents to prepare and submit competitive Proposals for the supply of janitorial and custodial maintenance services to the Township of Alnwick/Haldimand's Community Centres; Alnwick Community Centre (ACC), and Fenella Community Hall.

#### SERVICES & FREQUENCY

Service	Frequency
Empty all waste/recycle receptacles, including sanitary boxes, spot wipe and replace liners as needed	After event/booking/rental
Damp wipe any vinyl furniture with disinfecting cleaner	After event/booking/rental
Damp wipe any "touch points" such as doorknobs, hand rails, chair arms, telephones, etc. using disinfecting cleaner	After event/booking/rental
Dust and spot wipe other furniture such as tables, cabinets, etc.	After event/booking/rental
Spot wipe walls, switch plates and doors removing smudges and spills	After event/booking/rental
Dust and spot wipe any interior glass, frames and sills	After event/booking/rental
Dust mop/sweep/vacuum floors	After event/booking/rental
Damp mop or auto-scrub any hard surface floors.	After event/booking/rental
Vacuum any walk-off mats	After event/booking/rental
Carefully squirt approved bowl cleaner into toilets without touching	After event/booking/rental
Spot extract any spills and stains from fabric furniture or carpets	After event/booking/rental
Fill all dispensers as needed. Wipe dispensers and polish if appropriate	After event/booking/rental
Spray and wipe sinks, faucets and vanity	After event/booking/rental

<b>Service</b>	<b>Frequency</b>
Spray and wipe mirror removing any splatter and film	After event/booking/rental
Damp wipe all "touch points" including: doorknobs, push plates, flush handles, dispenser levers, etc.	After event/booking/rental
Swab the inside of toilets and urinals using care not to splatter or drip	After event/booking/rental
Spray and disinfect all exterior surfaces of toilets and urinals including: porcelain, seats, plumbing pipes and flush valves/handles	After event/booking/rental
Fill soap, towel and tissue dispensers so they are full	After event/booking/rental
Dust and spot wipe accessible areas of any cupboards, credenzas and cabinets	After event/booking/rental
Damp wipe and disinfect any counters and tables removing spills and smudges	After event/booking/rental
Spot wipe interior glass, frames and sills	After event/booking/rental
Brush/vacuum/wipe any chairs in need	After event/booking/rental
Dust and spot wipe accessible areas of shelving	After event/booking/rental
Clean and sanitize kitchen sinks, faucets and countertops	After event/booking/rental
Clean and disinfect all appliances, inside and out including utility carts, ovens, stove, fridge	Weekly
Remove water scale/deposits from sinks, faucets and vanity	Weekly
Clean exterior of cupboards	Weekly
Wipe off and disinfect telephone	Weekly
Wipe down all fixtures, partitions, horizontal surfaces in washrooms	Weekly
Dust all high and low horizontal surfaces within normal reach	Weekly
Wipe all chairs and tables legs and cross pieces as needed	Bi-weekly
Dust any horizontal blinds	Bi-Weekly
Vacuum/detail edges and corners	Bi-Weekly
Disinfect all waste/recycle receptacles, including sanitary boxes,	Bi-Weekly
Windex any interior glass, wipe frames and sills	Bi-Weekly
Deodorize cooler and fridge	Monthly

<b>Service</b>	<b>Frequency</b>
Replace deodorizers in washrooms	Monthly (or as needed)
Spot wash fabric chairs to remove stains.	Monthly
Dust ceiling diffusers and return air vents	Monthly
Full clean partitions and tile walls	Monthly
Pre-spray and extract any carpets using sanitizing carpet care products	Monthly
Dust off light bulbs	Monthly
Brush and sweep ceilings and walls	Monthly
Clean exterior windows	Semi-Annually
Clean interior of cupboards	Semi-Annually
Scrub and polish floor surfaces	Semi-Annually
Wash light fixtures	Semi-Annually
Wash and disinfect all chairs and tables including legs and cross pieces	Annually

**Regular Cleaning and Additional Services:**

The minimum required frequency for each task is defined in the specific task schedules.

If Additional Services or semi-annual and annual tasks are required to be done, advanced scheduling with the Community Centre is required. This assures that the Community Centre Committee will have ample time to prepare for the service. It also gives the Community Centre Committee the opportunity to identify any particular problem areas that should be addressed. The Contractor is required to submit, in advance, a written schedule showing the exact date of all weekly, monthly, quarterly, semi-annually, and annually work to the Township Representative.

- a) Knowledge of modern materials cleaning techniques, sequences and practices. Services will be performed by the Contractor’s cleaning staff who are well trained in cleaning, basic sanitation, and safety procedures.
- b) Knowledge of Township’s policies, regulations and procedures for the use of the Township’s Community Centres.
- c) Knowledge of public relations principles and techniques.
- d) Knowledge of supervisory principles and practices and ability to supervise subordinates to ensure full performance of tasks.

**A2. Cleaning Staff:**

All cleaning personnel will be expected to learn requirements, guidelines, orders and instructions that govern the performance of janitorial services and custodial maintenance services in general and to their respective workplace locations in particular. Information items include, but not limited to:

- a) general cleaning orders;
- b) standing cleaning order;

- c) proper training in dealing with infectious waste;
- d) portable fire extinguisher training; and
- e) emergency procedures.

Additionally, the Contractor is to use only experienced, trained and bonded cleaning personnel in the performance of the cleaning services. Contractor’s staff shall not have any criminal background.

The Contractor is to ensure that all assigned cleaning staff:

- will have completed in house training and or certification programs.
- Display an alert, professional and authoritative demeanour and convey trustworthiness and competence.
- Be proficient and dependable at carrying out their responsibilities.
- Fully capable of performing duties requiring arduous physical exertion, including emergency situations.

All cleaning personnel proposed are to be physically, emotionally and intellectually capable of performing various cleaning situations, including but not limited to infectious waste and blood borne pathogens.

**A3. Roles and Responsibilities of the Regular Cleaning Task Services Personnel:**

No custodial services will be required on Statutory holidays, unless an emergency occurs. These holidays include:

New Year's Day	Victoria Day	Family Day
Canada Day	Good Friday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day

The Contractor shall provide a sufficient number of employees to perform the required regular cleaning tasks efficiently and in a manner satisfactory to the Township.

Schedule A details general task requirements and frequencies. At any time during the Term of this Contract the Township may give written notice of a change, addition, or deletion any of the cleaning services specified. The Contractor shall adjust its service plans and schedules accordingly and submit a revised schedule to the Township within five (5) working days after receiving notification from the Township.

NOTE: In all cases, the Contractor shall work at the convenience of the Community Centre Committee, in accordance with the following Specific Cleaning Task Services Schedules;

#### **A4. General Cleaning Guidelines**

The Contractor shall perform the Services in accordance with the referenced Cleaning Guidelines as written in Schedule A. These guidelines are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of any detailed specifications does not minimize acceptable levels of service and only the best commercial practices are acceptable.

#### **ENVIRONMENTALLY PREFERABLE CLEANING PRACTICES**

The Township of Alnwick/Haldimand is committed to environmentally preferable cleaning products and practices. Green cleaning is defined as cleaning to protect health without harming the environment. It has been found that widely used cleaning products can have serious adverse effects on the health of building occupants and cleaners. At the same time, these cleaning products are harming the environment. Green cleaning is a widely accepted movement to make cleaning for the health of building users and cleaners a primary concern, while minimizing the harm to the environment through better purchasing practices and cleaning processes. Green cleaning means emphasizing the environmental sustainability of cleaning operations and overall building health (i.e. indoor air quality) and not solely evaluating building cleanliness based on appearance.

#### **A5. LABOUR, EQUIPMENT, CLEANING PRODUCTS AND CONSUMABLES**

The Contractor will be required to provide and maintain, at its sole expense, professional/commercial quality cleaning equipment necessary for the performance of the Services. Such equipment shall be the size and type specifically designed and developed for use in large scale institutional/commercial cleaning processes. All cleaning equipment, ladders and other tools used by the Contractor in the performance of the Services will be inspected regularly and maintained in accordance with manufacturer's specifications, the Worker's Compensation Board, the Canadian Standards Association and all applicable laws.

The Contractor's equipment must include, but is not limited to, vacuum cleaners, scrubbers, buffers, shampoo machines, extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, brushes, warning signs and custodial carts. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use.

The Contractor shall use all equipment and tools in such a manner that it will not scar or mark walls or other surfaces. Damages caused by the Contractor's equipment must be repaired by the Contractor at no expense to the Municipality. Electrical equipment must be equipped with a non-marking, 3-conductor, grounded plug electrical cord. Any electrical equipment used in the performance of the Services must be CSA approved.

The Contractor shall ensure that appropriate equipment, including any required safety equipment such as floor signs, temporary barricades and stanchions are available on-site when needed. and,

The Contractor shall assume all risk of loss for stored equipment or materials, which includes without limitation consumables and cleaning supplies.

#### **A-6. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEMS (WHMIS)**

The Contractor will comply with the "WHMIS" provisions (the "WHMIS Requirements") of the Workers Compensation Act, Occupational Health and Safety Regulation in the performance of the Services. The Contractor will supply, use and store all cleaning products and chemicals in accordance with the WHMIS Requirements.

All substances governed by the WHMIS Requirements will be delivered to the Facilities in their original containers bearing the supplier's current Workplace Hazardous Material Information Systems labels. The Contractor will maintain and store at the facility current M.S.D.S. for each cleaning product and chemical in a binder labeled "M.S.D.S.". These binders will be located in each area where cleaning products and/or chemicals are stored or dispensed.

Breaking down of quantities into small or larger containers must be done in accordance with the WHMIS Requirements and all containers clearly marked in accordance with the WHMIS Requirements.

#### **A-7. INCLEMENT WEATHER**

The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.

#### **A-8. CONTRACTOR'S REPORTING METHOD (EMERGENCIES)**

Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life and safety concerns shall be reported immediately, upon discovery, to the Township. The Township will provide an appropriate contact list to the Contractor for this purpose.

#### **A-9. CONTRACTOR REPORTS**

All communications from the Contractor's employees shall be directed through the Contractor to the Township. At no time shall the Contractor's employees leave written messages, instructions or requests at any site locations.

The Contractor and the Township shall cooperate in developing a method for communicating day to day needs, requests or observations requiring action by the Contractor or the Township. The Contractor and the Township shall review any required actions and or responses to issues.

Any item requiring maintenance or repair such as: slow draining sinks or toilets, leaking fixtures or pipes, broken or cracked windows, loose flooring, ceiling or wall tiles,

inoperative or broken fixtures, lights, outlets and switches, etc. shall be reported immediately to the Township.

Contractor shall email a written report by the next workday to the Township, when an unusual occurrence, malfunction or property damage is noted or has occurred.

#### **A-10. MUNICIPALITIES REPORTING METHOD**

The Township will use e-mail to communicate to the Contractor any concerns or problems that need to be resolved. The Contractor is to contact the Township, by phone, e-mail, or in person, within the current day or at the beginning of the next workday to schedule and implement corrective action of these issues. Contractor's failure to respond to the concerns or problems within the timeframe stated will be considered a failure to perform and may lead to agreement termination.

#### **A-11. STORAGE**

Locked storage may be made available to the Contractor without charge for storage of cleaning supplies, materials, equipment, and consumables, at the discretion of the Township. The Township will not be responsible in any way for the Contractor's cleaning supplies, materials, equipment and consumables or personal belongings that may be damaged or lost by fire, theft, or accident.

The Contractor will be responsible for adequately insuring its equipment stored on the Township premises against loss by fire, theft, accident, or otherwise.

Unless authorized by the Township in writing, specialized equipment used periodically by the Contractor is not to be kept in the facility, and the Contractor is not to use the facility for the storage of materials, supplies or equipment for use in other locations, nor shall any other operations of the Contractor to be directed from the facility.

The Contractor will not leave any soiled mops or cleaning cloths at the Facilities and will remove and launder same on an as used basis.

The Contractor shall ensure that the storage room is locked when unoccupied by cleaning staff.

#### **MAINTENANCE OF STORAGE ROOM**

The Contractor will be responsible to maintain the custodial storage room in a clean, orderly and safe manner at all times. The Contractor shall ensure that equipment and chemicals are stored in such a manner as to maintain the required access, paths and clearances to and from such items as electrical panels, hot water tanks, telephone racks or other similar items for regulatory requirements. The Contractor shall ensure MSDS sheets for all cleaning chemicals are clearly posted.

Continued failure to maintain these areas in a safe and orderly fashion will be considered a failure to perform and will lead to contract termination.

## **A-12. BUILDING SECURITY**

The Contractor will be responsible for the security of the building while working inside and for securing the facility upon departure. All exterior doors and ground floor windows shall be kept closed and locked while work is being performed in or about the building. All building exits shall be secured/locked upon arrival of the cleaning crew; no exterior exits shall be left unlocked or blocked open during the shift. Any exterior exit being used to remove supplies, trash or equipment shall not be blocked open or left unattended. These security procedures shall be strictly followed.

Only the Contractor and its authorized employees are to have access to the facility. Once the building is locked, doors will not be opened to allow any person to enter. Doors to unattended rooms shall be closed during the shift except while being serviced. Any problems or questions dealing with individuals requesting access without a entrance key or proper authorization, theft or vandalism will be immediately reported.

### **BREACH OF SECURITY REQUIREMENTS SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THE AGREEMENT.**

The Contractor shall be allowed only in the areas specified in this RFP. Some areas may be considered off limits to the Contractor. The Contractor shall be notified of any such areas.

## **A-13. HEALTH, SAFETY AND PROTECTION**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment as well as other potential hazards within the facility. Contractor shall provide its employees with all personal protective equipment and training required by Municipal, Provincial and Federal Regulations when using chemical cleaning products. Contractor shall provide adequate supervision and training to ensure its employees are in compliance with this requirement.

The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this contract. In performing work under this contract, the contractor shall:

- a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and Township personnel performing or in any way coming into contact with the performance of this contract;
- b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;

- c) Take such additional precautions as may reasonably be required for health, safety and environmental protection; and,
- d) Any violation of health, safety and environmental rules and regulations, unless promptly corrected shall be grounds for termination of this contract in accordance with the Default Clause of this contract.

**Damage Reports:** In all instances where Township property or equipment is damaged, the Contractor shall submit a full report of the incident and extent of the damage to the Township verbally within one hour, and in writing by e-mail within 24 hours of the occurrence.

**Accident Reports:** The Contractor shall comply with all WSIB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The contractor shall provide a written follow-up report by e-mail to the Township within 24 hours of the occurrence.

**Chemical Spills:** The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.

**Hazard Communications:** The Contractor must maintain an updated Material Safety Data Sheet (MSDS) binder to be kept in the Contractor's storage room. Products which contain hazardous chemicals, must be labeled, tagged or marked with the following information:

- Identity of the hazardous chemical(s);
- Appropriate hazard warning; and
- Name and address of the chemical manufacturer, importer or other responsible party.

It is the responsibility of the Contractor to ensure that this information is kept current.

## **FIRE PRECAUTIONS**

No inflammable substances shall be permitted on or about the premises. Cleaning waste and other materials wholly or partially impregnated with any inflammable substance shall be removed from the premises on the completion of each day's cleaning operations.

## **A-14. PROBATIONARY PERIOD**

Notwithstanding anything to the contrary contained in this Contract, it is mutually agreed that the Contractor will be subject to a probationary period of six (6) months. Conditional on satisfactory service, such acceptance of the Contractor shall occur after the probationary period. In the event the Contractor is unsatisfactory as determined by the Township, during the first six (6) months of the Term, this Contract may be terminated at the sole discretion of the Township. The Township reserves the right to

extend the probationary period where insufficient data exists to determine acceptance of the Contractor.

## **PERFORMANCE AND INSPECTIONS**

The Contractor shall thoroughly complete each specified task in a professional manner, using trained, experienced staff and quality equipment/materials. Services will be performed in accordance with the frequencies specified. The whole of the Services and the manner of performing them shall be done to the satisfaction of the Township. The Township will, from time to time, perform random inspections for the sole purpose of assessing the Contractor's performance. The Services to be performed shall be subject to random inspections by representatives of the Township while in process or after completion. If any such Service(s) are found to be unsatisfactory and not in accordance with the requirements of the Township, the Township will notify the Contractor and the Contractor will take immediate steps for corrective actions, at the Contractor's expense and within the time frames specified by the Township. Should the Contractor fail to remedy any part of the rejected Services the Township may make alternative arrangements for the rectification and any expense(s) incurred by the Township in so doing will be fully recoverable from the Contractor.

The Township will have the sole discretion as to how many and what time of day inspections will occur. Continued problems with Services will constitute cause for cancellation of the agreement.

### **A-15 UNSATISFACTORY PERFORMANCE**

Upon notice of unsatisfactory performance, the Contractor will have three (3) hours from that time to initiate corrective action in any specific instance.

In the event the Contractor has not responded within the allotted three (3) hours by telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the three (3) hour time frame after notification as described above, the Township has the right to immediately complete the work to its satisfaction, through use of Township employees, other contractors, subcontractors or agents at a rate equal to the Township employee's hourly rate plus twenty percent (20%) for Township administrative costs, or through use of outside contractor(s) at the rate charged to the Township plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.

Should the Contractor not furnish the designated approved supplies in adequate quantities, the Township will make a one-time purchase of the needed supplies and charge them against the Contractor's invoice at the Township's cost plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor will be in danger of default.

**A-16. CRIMINAL BACKGROUND CHECK**

The Contractor is to ensure that all of its personnel who provide janitorial services and custodial maintenance services have first undergone and passed a criminal background check.

Any individual for whom a criminal record search certificate is not provided, or for whom a criminal record search certificate indicated any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Services.

All costs associated with all criminal records searches are the sole responsibility of the Contractor.

# **Section 'B'**

## **Bid Form**

### **Township of Alnwick/Haldimand**

#### **Cleaning Services for Community Centres**

#### **Documents to Be Enclosed with This Bid Form**

- One (1) Original and two (2) Copies of the Complete Bid Document (Section 'B') Signed & Sealed**
  
- WSIB Certificate (upon award)**
  
- Proof of Insurance Certificate naming the Township as additional insured (upon award)**

## Bidders Information Form

Bidders must complete this form and include with the Bid Submission

Please ensure all information is legible.

<b>1.</b>	Company Name	
<b>2.</b>	Respondent's Main Contact Individual	
<b>3.</b>	Address (incl. Postal Code)	
<b>4.</b>	Office Phone #	
<b>5.</b>	Toll Free #	
<b>6.</b>	Fax #	
<b>7.</b>	E-mail address	
<b>8.</b>	GST Account #	



## Declaration of Accessibility Compliance

<b>Company Name:</b>	
<b>Print Name:</b>	
<b>Title:</b>	<b>Dated:</b>

I/ we acknowledge that as a Contractor/Supplier of the Township of Alnwick/Haldimand we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

**The undersigned affirms that he/she is duly authorized to execute this bid.**

Bidder's Signature and Seal: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Position: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the \_\_\_\_\_ of \_\_\_\_\_

(Town/City)

this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

## References

Proponent/Bidder to provide two (2) references of recent successful performance of the Services where the requirements were similar to the Township’s requirements as set out in this RFP. The Township reserves the right to request site visits and demonstrations of existing operations.

The Township reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review.

### Reference #1

Name of Organization:	
Reference Contact Information Name: Phone Number: E-mail Address:	
How long has this organization been a client?	
Describe the size and scope of the work.	
Description of the build where services provided including approximate square footage.	

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## Bid Form

### **Fennella Community Centre**

Cost - Monthly Services

(regular and monthly services)

\$ \_\_\_\_\_

Cost – Annual Services

(quarterly and annual services)

\$ \_\_\_\_\_

**Total: (excluding HST)**

**\$ \_\_\_\_\_**

### **Alnwick Civic Centre**

Cost - Monthly Services

(regular and monthly services)

\$ \_\_\_\_\_

Cost – Annual Services

(quarterly and annual services)

\$ \_\_\_\_\_

**Total: (excluding HST)**

**\$ \_\_\_\_\_**