



CONTRACT CLEANING / JANITORIAL SERVICES

ADMINISTRATION BUILDING, HERITAGE CENTRE AND POA COURTHOUSE

REQUEST FOR PROPOSAL No. 2023-P41

ELECTRONIC SUBMISSIONS ONLY

Proposals shall be received by the Bidding System no later than:

December 15, 2023 @ 3:00 p.m. (local time)

Issue Date: November 24, 2023

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REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**DEFINITIONS AND INTERPRETATIONS**

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. “Authorized Person” means;
 - i) For a Proponent who is an individual or sole proprietor that person.
 - ii) For a Proponent which is a partnership, any authorized partner of the Proponent.
 - iii) For a Proponent which is a corporation:
 - a) any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
 - iv) For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. “Bidding System” means the County’s bid portal website operated by bids&tenders™ and posted as <https://elgincounty.bidsandtenders.ca/Module/Tenders/en>
4. “Contractor” means the Proponent whose proposal has been approved by the County.
5. “County” refers to the Corporation of the County of Elgin.
6. “Designated Official” refers to the Manager of Procurement & Risk for the County of Elgin.
7. “Proposal” means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
8. “Proponent” means the legal entity submitting a proposal.
9. “Request for Proposal (RFP)” means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County’s objectives in a cost-effective manner.
10. “Services” means the cleaning/janitorial services as required and described in this RFP.
11. “Successful Proponent” means the Proponent whose proposal has been approved by the County.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**SECTION 1.0 - INFORMATION TO PROPONENTS****1.1 Introduction and Background**

The County of Elgin is situated in the heart of southwestern Ontario along the north shore of Lake Erie and due south of Highway 401 in what can be best described as a rich agricultural zone complemented by industry. The County is an upper-tier municipality comprised of seven local municipalities (excluding St. Thomas) covering an area of 460,000 acres, with a population of approximately 52,000 people. For more information on the County and the services we provide, visit www.elgincounty.ca

The purpose of this RFP is to solicit vendors to provide a proposal to provide contract cleaning services, in a cost effective, high operational quality, environmentally safe manner, and to maintain optimum conditions of cleanliness in accordance with the terms and conditions of the contract.

The COVID-19 pandemic has changed the way we live, work and play. The County of Elgin's commitment to serve its residents remains the same, and as such, the facilities must be cleaned to a high quality as the County has high standards and expectations for cleaning of these facilities.

The following is a brief description of the work for the three facilities included in this contract. More detailed work requirements can be found in Section 2.0

- Night (daily) cleaning operations
- Periodic cleaning operations
- Provision of materials and supplies (as noted)
- Collection and removal of all garbage and recyclable materials from the building

1.2 Proposal Format and Delivery

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully.

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If you do not receive a confirmation email, contact bids&tenders™ support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

The County shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

1.3 **Designated Official**

For the purpose of this contract Mike Hoogstra, Manager of Procurement & Risk for the County is the “Designated Official” and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

1.4 **Questions / Inquiries**

All inquiries regarding this RFP shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.7.

If during the period prior to submission of *proposals*, the County determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

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No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. Directing inquiries to other than the Designated Official may result in your submission being rejected.

1.5 **Site Examination, Tours and Information Meeting**

A non-mandatory site tour and information meeting is scheduled for November 30, 2023 at 3:00 p.m. beginning at 450 Sunset Drive, St. Thomas. Proponents shall meet at the rear south entrance of the building near the loading dock. Proponents are asked to limit representation to one person per Proponent.

The Proponent shall examine the RFP documents, floor plans and make a personal examination of the facilities in order to acquaint and satisfy themselves with the conditions under which they will be obliged to work prior to submitting a proposal.

Staff from the County shall assume no responsibility whatsoever in providing site measurements or details on site conditions. The Proponent is not to claim at any time after the submission of the proposal that there was any misunderstanding of the terms and conditions of the RFP relating to the conditions.

1.6 **Addenda**

The County, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The County will make every effort to issue all addenda no later than three (3) days prior to the closing date.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to have received all Addenda that are issued. Proponents should check online at <https://elgincounty.bidsandtenders.ca/Module/Tenders/en> prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the "MY BIDS" section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge the addenda; and
- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

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The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this section.

1.7 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the bidding system.

Issue RFP:	November 24, 2023
Site Tours:	November 30, 2023 @ 3:00 p.m.
Last Date for Questions:	December 8, 2023
RFP Close:	December 15, 2023
Interviews/Presentations:	TBA*
Award of Contract:	January 9, 2024*

**Dates noted above are an approximation only and are subject to change.*

1.8 Proponent Communications

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the County to a Proponent will be issued through the Bidding System.

1.9 Proponent Investigations

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the County or information contained in the RFP Documents or in responses to questions.

The County does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information shall be at the Proponent's sole risk and without recourse against the County.

1.10 Notice of No Response

If you are unable, or do not wish to provide a proposal, please complete a notice of no response form in the bidding system. It is important to the County to receive a reply from all Proponents.

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The intent is to award the contract for a two-year term, commencing on February 1, 2024 to January 31, 2026. The County at its discretion may extend the contract up to an additional three (3) years consisting of one, two-year extension and one, one-year extension, subject to performance review and acceptable pricing at the anniversary date of the Contract. The decision of the County to extend the Contract shall be final and not subject to review.

2.2 Work Locations

The work locations pertaining to this contract are listed below. The County reserves the right to add or delete locations without penalty.

- Administration Office, 450 Sunset Drive, St. Thomas
- Elgin County Heritage Centre, 460 Sunset Drive, St. Thomas
- Provincial Offences Administration Courthouse, 480 Sunset Drive, St. Thomas

Upon award of the contract and prior to commencement of the contract, the Contractor will meet with the Manager of Corporate Facilities to finalize conditions of the contract. Unless otherwise notified, failure to contact the proper County personnel and failure to establish familiarization of the awarded contract will result in immediate cancellation of the contract until such procedures are adhered to. If this is not done within a reasonable time, the County has the right to cancel and re-award the contract.

2.3 Scope of Work – Administration Building (450 Sunset Drive)

Cleaning for the Administration Building is 5 nights per week after 4:30 pm. Total of **89.5** hours per week. The Administration Building cleaning staff are members of LIUNA Local 1059 and all work at the administration building is governed by the collective agreement attached as Appendix B.

The scope of work for the administration building is as follows:

Occupied Areas

- Wastebaskets shall be emptied nightly and thoroughly cleaned inside and out as required.
- Upholstered furniture shall be vacuumed as required.
- Furniture shall be dusted on the horizontal surfaces nightly, using a dust control method. Desks shall be cleaned when required; items on desks shall NOT be moved.
- Exposed vertical surfaces of furniture shall be dusted weekly. Chrome edges and chrome legs shall be damp wiped weekly.
- Filing cabinets shall be dusted weekly and kept free of finger marks.
- Windowsills and heat pumps shall be dusted weekly.
- Interior glass shall be kept clean on both sides nightly.
- Counters and public desks shall be dusted, kept free of finger marks and other dirt nightly. Horizontal surfaces shall be washed weekly.

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Council Chambers

Prior to meetings (as noted on room booking schedule via WorxHub):

- Dust all tables, chair legs and windowsills.
- Clean glass table tops, mirrors, etc.
- Vacuum chairs and carpets.
- Remove and place all mugs, glasses, pitchers, etc., in the dishwasher. Once complete, return to storage area in kitchen area (*following each meeting*).

Meeting Rooms

Prior to meetings (as noted on room booking schedule via WorxHub):

- Dust all tables, chair legs and windowsills weekly.
- Vacuum chairs.
- Dust hardwood floor daily.
- Remove and place all mugs, glasses, pitchers, etc., in the dishwasher. Once complete, return to storage area in kitchen area (*following each meeting*).

Carpets

- The carpets are to be vacuumed weekly and as required with careful attention paid to corners and edges around the baseboards. The carpet vacuum used shall have both suction and beater bar for removing dust from deep in the carpet fabric.
- Spot clean as necessary.
- We estimate that 86% of the flooring is carpet and 14% are hard surfaces.

Hard Surface Flooring

- Drop and mop nightly, using a dust control method. Remove coffee stains and other dirt marks as required at all times.
- Damp mop once per week minimum.
- Strip floors once per year. Wax accumulations under furniture and baseboards shall be removed. Remove and replace furniture and appliances. Work must be prescheduled with owner.
- Corners shall be kept free of dirt, dust and dirty watermarks at all times.

Washrooms

- Remove garbage nightly.
- Clean mirrors nightly.
- Clean and disinfect nightly: washbasins, toilet seats, toilet bowls, toilet tanks, outsides of toilets, valves, soap dispensers and urinal bowls (both interior and exterior).
- Dust windowsills as required.
- Restock paper products nightly and hand soap as required.
- Urinal blocks are to be supplied by contractor and replaced as required.
- Floors are to be damp mopped nightly, using disinfectant or germicide cleaning solution.
- The floors to be stripped and waxed yearly using system approved by the County.

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- The schedule for stripping and waxing floors must be pre-approved by the County.
- Wash walls and partitions as required.

Elevators

- The elevators are to be vacuumed nightly.
- Walls are to be cleaned as required with stainless steel cleaner.
- All elevator touchpoints to be disinfected daily.
- Mirrors to be cleaned as required.

Kitchenettes

- Sinks and counter tops shall be cleaned nightly.
- Floors surface damp mopped / vacuumed as required. Floors to be stripped and waxed yearly. Schedule for stripping and waxing floors must be pre-approved.
- Restock paper products and hand soap as required; check nightly.

Stairwells

- Sweep and damp mop as required
- Strip wax and 3 coats of sealer wax once a year. Schedule must be pre-approved.
- All handrails and touchpoints to be disinfected daily.

Wastepaper / Refuse / Recycling (Nightly)

- The County has recycling program.
- Recycled materials shall be collected, sorted and placed into the provided bins located near the garage.
- Cardboard to be collected, separated and broken flat and deposited in bins located near the garage.
- Garbage and refuse shall be collected and placed in closed plastic bags and deposited in garbage bins located near the garage.

All Building Areas

- All door entrances, door handles and touchpoints to be cleaned and disinfected daily.
- Mats shall be cleaned and vacuumed as required (minimum weekly)
- Glass in entrance doors and lights around doors shall be cleaned on both sides nightly.
- Clean or vacuum all window blinds as required.
- Clean all vents and grills as required.
- With soft brush clean and wash all walls as required
- Remove spots or spills from all areas immediately and report any issues to the County.
- High ledges, tops of partitions/desks, pipes and other high area where dust collects, shall be dusted as required.
- Notice boards, interior of fire extinguisher cabinets and display show cases shall be kept clean at all times.

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- Heating elements and units, and ceiling air diffusers shall be kept clean of all marks and other soiling as required.
- Door hardware shall be polished as required using an appropriate solution.
- Cobwebs, insets, etc. shall be removed once a month, or, when required.
- Fluorescent light diffusers shall be removed and thoroughly cleaned once per year.
- Report any mechanical or electrical deficiencies to Engineering Services as soon as possible.

Building Exterior

- Exterior entrances, sidewalks, stairs and loading ramps shall be swept as required.
- Exterior garbage containers shall be emptied when required.
- Cigarette receptacles on the exterior of the building to be emptied weekly.
- During the winter months, on occasion when requested, when evening meetings are scheduled, exterior entrances and sidewalks must be kept clear by shoveling the sidewalks/entrances and applying ice melt as required.

Windows

- Wash all windows inside and out and brush screens once per year. Schedule must be pre-approved by the County. There are approximately 470 windows in the administration building. *The pricing for window cleaning is separated in the schedule of prices.*

Tile & Terrazzo Flooring

- All tile and terrazzo to be stripped and waxed yearly. Schedule must be pre-approved by County.

2.4 Scope of Work – Heritage Centre (460 Sunset Drive)

Cleaning for the Heritage Centre is a minimum 3 nights per week (Mon / Wed / Fri) after 7pm. Total of **12** hours per week. The days listed per week are currently what is required but may be adjusted depending on the Heritage Centre's schedule.

The scope of work for the Heritage Centre is as follows:

Occupied Areas

- All door entrances, door handles and touchpoints to be cleaned and disinfected daily.
- Interior glass shall be kept clean on both sides.
- Exterior glass windows shall be kept clean on the inside
- Upholstered furniture shall be vacuumed as required.
- Windowsills shall be dusted monthly.
- Counters and desks shall be dusted, keep free of finger marks and other dirt. Horizontal surfaces shall be washed weekly.

Washrooms

- Remove garbage.
- Clean mirrors.

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- Clean and disinfect: washbasins, toilet seats, toilet bowls, toilet tanks, outsides of toilets, valves, soap dispensers and urinal bowls (both interior and exterior).
- Dust windowsills as required.
- Restock paper products and hand soap as required.
- Floors are to be damp mopped, using disinfectant or germicide cleaning solution.
- Wash walls and partitions as required

Wastepaper / Refuse / Recycling

- Recycled materials shall be collected, sorted and placed into the provided grey bins located near the garage.
- Cardboard to be collected, separated and broken flat and deposited in bins located near the garage.
- Garbage and refuse shall be collected and placed in closed plastic bags and deposited in garbage bins located near the garage.

Carpets

- The carpets shall be vacuumed as required (minimum weekly) with careful attention paid to corners and edges around the baseboards. The carpet vacuum used shall have both suction and beater bar for removing dust from deep in the carpet fabric.
- Spot clean as necessary
- We estimate that 33% of the flooring is carpet and 67% are hard surfaces.

Hard Surface Flooring

- Drop and mop, using a dust control method. Remove coffee stains and other dirt marks as required.
- Damp mop once per week minimum.
- Corners shall be kept free of dirt, dust and dirty watermarks at all times.

Building Exterior

- Exterior entrance, front sidewalk shall be swept as required.
- Exterior garbage container shall be emptied when required.

2.5 Scope of Work – Provincial Offences Administration Courthouse (480 Sunset Drive)

Cleaning for the Provincial Offences Administration Building is 5 nights per week after 4:30 pm. Total of **32** hours per week for two (2) cleaning staff.

The scope of work for the POA Building is as follows:

Occupied Areas (except Cell Area)

- All door entrances, door handles and touchpoints to be cleaned and disinfected daily.
- Front lobby and entrances to be swept and mopped daily.

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- Front lobby chairs to be moved and maintained for cleanliness daily.
- Lobby ceiling wood slats (downside only) dusted once per month.
- Courtroom to be vacuumed after each session or minimum 3 times per week.
- Courtroom to be dusted as required.
- Meeting rooms adjacent to lobby vacuumed daily.
- Main office, office suites, conference room, Justice of the Peace office and corridors to be mopped or vacuumed daily.
- Upholstered furniture shall be vacuumed as required.
- Windowsills shall be dusted monthly.
- Counters and desks shall be dusted, keep free of finger marks and other dirt. Horizontal surfaces shall be washed weekly.

Lunchroom

- Sink, counter top and table shall be cleaned and disinfected nightly.
- Floors surface damp mopped / vacuumed as required.
- Restock paper products and liquid soap as required; check nightly.
- Lunchroom fridge inside cleaned once per month.

Washrooms (all items daily)

- Remove garbage.
- Clean mirrors.
- Clean and disinfect: washbasins, toilet seats, toilet bowls, toilet tanks, outsides of toilets, valves, soap dispensers and urinal bowls (both interior and exterior).
- Restock paper products and hand soap as required.
- Floors are to be damp mopped, using disinfectant or germicide cleaning solution.
- Wash walls and partitions as required.

Cell Area

- Cells, corridor, enforcement office and interview room to be cleaned as required. Cleaners shall inspect daily and perform a light clean. A full clean is required during occupation. County staff will advise if a full clean is required. For the purposes of estimating time, assume a full clean once per month.

Glass / Windows

- Interior office area glass shall be kept clean on both sides daily.
- Interior glass at Ticket Payment windows to be cleaned daily.
- Windows inside lobby area to be spot cleaned as required to arm reach height. Windows must be fully cleaned on the inside once per week.
- Windows/Glass at front entrance and doors to be cleaned daily;

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- The carpets shall be vacuumed as required with careful attention paid to corners and edges around the baseboards. The carpet vacuum used shall have both suction and beater bar for removing dust from deep in the carpet fabric.
- Spot clean as necessary

Hard Surface Flooring

- Drop and mop, using a dust control method. Remove coffee stains and other dirt marks as required.
- Damp mop once per week minimum.
- Corners shall be kept free of dirt, dust and dirty watermarks at all times.

Waste / Recycling

- Recycled materials, paper and cardboard shall be collected from all areas, sorted and placed into the provided grey totes located on-site.
- Waste and garbage shall be collected from all areas and placed in closed plastic bags and deposited in garbage bins located on-site.
- Cleaners to set out garbage and recycling at curb with use of supplied cart on Tuesday evenings.
- If required, next day garbage and recycling bins to be returned from roadside.

Building Exterior

- Exterior entrance, front sidewalk shall be swept as required.
- Exterior garbage container shall be emptied when required.
- All annual flowers located in the planters at the front of the building to be watered daily beginning in June and ending in September. There are six (6) planters. A water hose will be provided.

NOTE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL BUILDINGS**2.6 Paper Supplies, Soap, Garbage Bags, ETC**

All paper supplies (toilet tissue and hand towels), hand soap, hand sanitizer and dispensers will be supplied by the County for this contract.

Garbage bags, female hygiene disposal bags and urinal blocks for use as required by this contract, shall be supplied by the Contractor and included in the monthly amount bid.

The contractor will be required to re-fill all dispensers containing paper supplies, hand soap and hand sanitizer. When supplies are low, the contractor shall advise the Manager of Corporate Facilities so supplies can be re-ordered.

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All supplies, products, materials and equipment required for performance of the Contract shall be supplied by the Contractor. This will include, but not be limited to mopping tanks, scrubbing machines, floor machines, vacuum cleaners, brooms, mops (wet and dry), ladders, dusting cloths, pails, scrubbing brushes, cloths, scrapers, scouring materials, detergents, deodorizers, disinfectants and polishing materials such as waxes and applicators. All cleaning supplies and chemicals must be applied only to the surfaces for which they are authorized by the manufacturer of such products and must comply with the latest Canadian Government specifications.

There is no preference as to what brand of cleaning supplies to be used. However, we encourage the products be environmentally friendly and perform to the standards set by the County. The County will only supply the items listed in section 2.6.

The cost for the supplies must be included in the monthly lump sum bid. The Contractor will provide a cleaning and materials product list with their submission.

All cleaning machinery and equipment shall be commercial quality and shall be maintained at the highest standard of appearance and efficiency. The Manager of Corporate Facilities or designate may order the immediate replacement of any machinery or equipment that is not serviceable or is not of a presentable appearance.

NOTE: Vacuums must be equipped with beater bars for vacuuming of carpets.

All power tools, machines and equipment necessary to perform the work shall be in accordance with industrial-type CSA approved equipment and the equipment must meet current energy efficiency requirements.

The Contractor shall advise the County in writing of any proposed changes to the equipment it provides for the duration of the Contract and shall not make changes unless authorized by the County.

Any variance to any cleaning products or materials during the contract must be approved in writing by the County prior to any change taking place. The County reserves the right to change cleaning products used by the contractor at any time during the contract to a product selected by the County with no change to the contract price.

The Contractor shall mark all owned equipment for easy identification.

The County will provide storage space in the building covered by the contract. The Contractor shall be given storage space for bulk chemical dispensers. The Contractor shall clean all areas, storage places and slop sinks, etc.

The County will **not** give any assistance in the procurement of materials or products required for the performance of this Contract.

Electricity and hot water required by the Contractor in the execution of janitorial services will be provided by the County without charge.

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To minimize the use of cleaning chemicals, a Microfibre cleaning system (which includes wiping cloths and mops) shall be used whenever possible.

2.8 Floor Plans

The floor plans for the three buildings are attached. Totals shown are approximate and furnished without liability on behalf of the County. Totals are supplied for guidance only and are not to be considered as a minimum or maximum of quantities.

Administration Building:

The total square footage of the administration building is approximately 87,000 square feet.

Occupied areas included in this contract are as follows:

Basement:	13,000 sq. ft.
1 st Floor:	18,000 sq. ft.
2 nd Floor:	16,000 sq. ft.
3 rd Floor:	16,000 sq. ft.
4 th Floor:	1,800 sq. ft.

Heritage Centre:

The total square footage of the Heritage Centre is approximately 2,900 square feet. The Heritage Centre is one level.

Provincial Offences Administration:

The total square footage for the Provincial Offences Administration building is approximately 9,900 square feet and is located on one level.

Should any unoccupied areas become occupied during the term of this contract, the County will revisit the contract price with the successful Contractor.

2.9 Occupancy

There are approximately 130 people working in the Administration Building. The various meeting rooms throughout the building are used approximately 12 times per month. The administration building has approximately 100-200 visitors per day.

There are approximately 2 people working in the Heritage Centre. The various spaces throughout the building are used approximately 3 - 4 times per week. The Heritage Centre has approximately 100 visitors per month, this fluctuates throughout the year.

There are approximately 7 people working in the POA Building. The various meeting rooms throughout the building are used approximately 25 times per month. The POA building has approximately 100-200 visitors per week.

The occupancy totals described are approximate and furnished without liability on behalf of the County. Totals are supplied for guidance only and are not to be considered as minimum or maximum quantities.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.10 Inspection**

The Manager of Corporate Facilities or designate may enter the work site at any time to inspect the work being performed and any equipment, tools, parts, materials, etc. associated with the work.

2.11 Cleaning Training Program

The Contractor shall submit a copy of their Contractors Cleaning Training Program that all cleaners must receive.

2.12 Hours / Days of Work

A work schedule outlining the number of staff and hours scheduled to work will be provided monthly to the Manager of Corporate Facilities.

The County is not looking for a reduction in the number of hours currently being worked as noted in sections 2.3, 2.4 and 2.5.

The rate of wages paid and the working conditions shall meet all Federal and Provincial Labour Regulations. Increase in the cost of performing the work due to wage increase or adjustments, shall be borne by the Contractors without additional cost to the County.

Administration Building

Regular cleaning for the Administration Building shall be carried out in the evening after normal business hours, five (5) nights per week, Monday to Friday inclusive, and Saturday as arranged with the Manager of Corporate Facilities. The Contractor shall ascertain from the Manager of Corporate Facilities the hours during which the work shall be performed and will at all times co-operate with the County.

Hours of work will be Monday to Friday 4:30 p.m. to 12:00 Midnight. On occasion, work may need to be completed on Saturdays, such as floors, etc. Usually working on Saturdays is extra to the service provided. A separate quote would be obtained for work outside of the contract.

There **must be** two or more staff working in the administration building at all times. Staff must carry communication radios provided by the County at all times.

Heritage Centre

Regular cleaning for the Heritage Centre shall be carried out in the evening after normal business hours, 3 nights per week on Monday, Wednesday and Friday.

Provincial Offences Administration

Regular cleaning for the Provincial Offences Administration building shall be carried out in the evening after normal business hours, 5 nights per week on Monday to Friday.

2.13 Bill 7 Information

Please refer to Appendix B for current Bill 7 information.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.14 Supervision and Liaison**

The Contractor shall provide cellular phone access to an onsite manager or designate between the hours of 6:00 p.m. and 5:00 a.m. Monday to Friday inclusive, and during Saturday cleaning periods (if applicable).

The Contractor shall provide a supervisor on site to receive and act upon reports and/or requests for cleaning services and to perform monthly inspections.

The on-site Manager and their designate must be fully conversant in the English language, both oral and written, to fully comprehend and carry out instructions from County staff.

The Contractor and their employees shall carry proper identification when entering the County premises.

A complete list of personnel employed on the Contract shall be maintained and updated as necessary by the Contractor and provided to the Manager of Corporate Facilities.

2.15 Access to Premises

The Contractor shall be responsible for the security of the premises upon entering and leaving the 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, unless otherwise directed by County staff.

2.16 Responsibility for Damage to the Building and Contents

It is the responsibility of the Contractor to ensure that all products are compatible with the surfaces on which they are employed. Any damage resulting from the use or misuse of such agents or materials shall be assessed against the Contractor.

The Contractor shall provide and maintain adequate and suitable means to save the building and its contents from injury, dust and defacement during the process of the work by providing and using cloths, painter cloths, tarpaulins or other approved protection whenever necessary or directed.

The Contractor will also ensure that all mobile equipment, ie. barrels, utility carts, etc. will be provided with resilient bumpers and approved wheels or castors.

It is the Contractors responsibility at time of Contract award to examine the surfaces that are to be maintained in order to ascertain their condition and to bring to the County's attention, in writing, any defective surfaces, within 30 days of award of Contract.

Flammable cleaning materials and all containers in which it is carried or stored shall be used only when essential, subject to approval of the Manager of Corporate Facilities or designate, and shall be removed from the premises at the end of each workday.

The Contractor shall provide and maintain adequate barricades, warning signs, out of order signs, and all reasonable protection when required.

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All electrical equipment which is used by the Contractor shall be safe to use, properly grounded, CSA approved, and be of no hindrance to the building electrical system or equipment.

2.17 Work Not Included

Washing glasses, dishes and similar items in staff lounges is NOT part of the contract.
Cleaning of boiler, electrical, mechanical and information technology rooms is NOT part of the contract.

2.18 Work Included

On occasion, mainly after Council meetings, there may be some dishes that will need to be collected from the Council Chambers, washed and stored in the kitchenette located next to the Council Chambers. County Council meets every two weeks and Central Elgin Council meets three times a month.

The Contractor will also be responsible for setting up and dismantling rooms for scheduled meetings, i.e. tables and chairs. There are approximately 2-3 meetings per week and setup/dismantling varies depending on attendees. Site plans will be provided via the County's WorxHub software.

2.19 Snow Removal

The County has contracted winter maintenance services, however, on occasion, if there is a scheduled night meeting and the cleaning Contractor is onsite, the cleaning Contractor must ensure that the sidewalks are clear of snow and apply ice melt as needed. The County will provide a snow shovel and ice melt.

2.20 Work Restrictions due to Noise

Care must be given to avoid cleaning and/or creating excessive noise in areas where meetings are in progress. When meetings are in progress in places where cleaning is required, Contractors shall proceed to clean other areas first, then come back after meetings have adjourned. Any areas not cleaned due to meetings in progress must be reported to the Manager of Corporate Facilities or designate.

2.21 Operation Schedule

Within 15 days of award of the Contract, work schedules for all janitorial cleaning services required by this Contract, shall be provided by the Contractor to the County in writing. These work schedules shall indicate the location, number of personnel and scheduling of services in accordance with the cleaning frequency requirements of this Contract.

The schedules that are submitted shall be reviewed and evaluated by the Manager of Corporate Facilities or designate. Once the submitted schedules have been accepted, they will be countersigned by the Manager of Corporate Facilities or designate and the Contractor. Any changes to the schedules must be submitted in writing to the Manager of Corporate Facilities or designate one week prior to the effective date of change. No change to the schedule will be made without written consent of the Manager of Corporate Facilities or designate.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.22 Additional Unscheduled Work**

If the County orders in writing the performance of any work not covered by the specifications that cannot be classified as coming under any of the extra unit prices noted, then such extra work shall be performed on a per-quote basis. All extra work must be approved by the County.

2.23 Standards, Inspection and Reporting

Work shall be completed to the satisfaction of the Manager of Corporate Facilities or designate.

The visual appearance of the serviced areas shall be neat and tidy each day.

The Contractor shall inspect the work in all buildings once a month with the Manager of Corporate Facilities or designate and provide inspection audit reports to the County with the monthly progress invoice. These monthly audit reports shall indicate the Contractor's compliance to the cleaning schedules and confirmation of hours worked. The audits will be verified by the County representative and any misrepresentations or false claim by the Contractor may result in the cancellation of the Contract.

The buildings will be inspected periodically by the County and any unsatisfactory conditions found will be reported to the Contractor's representative for immediate corrective action.

Proponents shall include a sample audit inspection report to be used for this purpose (see section 3.2c).

2.24 Worker Appearance

All employees must wear a company uniform (shirt or vest) identified with the company name at all times.

2.25 Changes to Equipment or Service

The County may, without invalidating the Contract, direct the Contractor to make changes to the equipment or services. When a change causes an increase or decrease in the equipment or services, the contract price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the County and Contractor. All changes must be in writing.

2.26 Bonding

The Contractor will be required to submit documentation that all employees are bonded or bondable. The Contractor will also obtain and maintain Crime/Fidelity Coverage as outlined in the Insurance clause.

2.27 Security Clearance – Police Records Check

The Contractor will be required to submit a Police Records Check for all employees that will normally be working in the facility and any replacement workers or supervisors directly involved with this contract. The records check shall be obtained from the Police Service in which the employee resides.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.28 Confidentiality Agreement**

The Contractor is required to execute and adhere to the provisions of the Confidentiality Agreement set out at Appendix D. All employees of the Contractor working at the Administration Building and POA Courthouse during the term of this contract must receive training and direction on compliance with the Confidentiality Agreement by the Contractor. This Confidentiality Agreement must be submitted to and received by the County prior to the Contractor's first day of work. The Confidentiality Agreement requires, through its terms and conditions, that the Contractor require its employees, agents and those under its direction or control to execute confidentiality agreements that ensure compliance with the Confidentiality Agreement prior to such persons accessing any County property. Violations of the Confidentiality Agreement may cause the immediate termination of the contract.

2.29 Worker Safety and Standards

The Contractor is required to:

- a) conform with the Occupational Health and Safety Act, relating to the performance of the contract;
- b) ensure that all employees have been properly trained for the work;
- c) ensure that employees wear the appropriate safety gear while working on County property;
- d) ensure that staff use safe lifting practices and 2 people when required for setting up rooms for meetings (i.e. tables and chairs);
- e) ensure that all work is performed according to the standards of the contract cleaning industry and to the complete satisfaction of the County.

All work performed by the Contractor shall be to a professional standard, complying with the requirements of the applicable edition of the CSA, Occupational Health and Safety, Provincial and Municipal building codes. All work shall comply with all applicable safety regulations, codes and general safe working practices of the trade.

The Contractor shall be aware of and conform to all governing regulations, including those established by the County, related to employee health and safety. The Contractor shall keep employees informed of such regulations. The Contractor will be responsible for obtaining a Workplace Safety and Health Policy and to adhere to the policy, including the dress code (if applicable) for on-the-job safety.

The Contractor will ensure there are always **two or more staff in the administration building at all times**. The County will provide communication radios to be carried by staff **at all times**.

The Contractor shall provide and maintain adequate barricades, warning signs, out of order signs, and all reasonable protection when required.

All electrical equipment which must be used by the Contractor shall be safe to use, properly grounded, CSA approved, and be of no hindrance to the building electrical system or equipment.

The Contractor shall comply with current COVID health and safety measures in place during the term of this contract. The Contractor must provide a copy of the current policy related to COVID-19 screening and worker safety procedures.

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CONTRACT CLEANING / JANITORIAL SERVICES**2.30 WHMIS**

Prior to commencement of work the Contractor shall provide, to the Owner, a list of those products controlled under WHMIS, which they expect to use on this Contract. All containers used in the application of products controlled under WHMIS shall be labeled.

The Contractor shall notify the Manager of Corporate Facilities of any changes to the list in writing and provide the relevant Material Safety Data Sheets.

The Contractor will assume full responsibility for the safe handling and delivery of materials, in accordance with any municipal, provincial or federal legislation applicable during the term of this Contract.

2.31 Fire Safety

It is expected that the Contractor and their employees familiarize themselves with building layouts, fire exits, pull stations, fire extinguisher locations and the building fire evacuation procedures.

The Contractor will observe all building fire alarms and is expected to evacuate the building when the building fire alarm is activated.

2.32 Unsatisfactory Work

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given seven calendar days to correct the work. There will be no cost to the County for re-works. Failure to meet stated response time can result in cancellation of this contract.

2.33 Employment and Fair Wages

All persons employed by the Contractor or in connection with the work shall be paid fair wages and shall have hours in conformity with the latest Fair Wage Schedule of the Province of Ontario in accordance with the Ministry of Labour. The Contractor, will, employ only residents of Canada.

2.34 Character or Workers

All persons employed by the Contractor must be fully trained, qualified and experienced. If any employee is not performing satisfactorily or operating the equipment safely to the satisfaction of the County, the County reserves the right to have the equipment and the employee removed from the job site immediately upon request. At all times, the employees of the Contractor shall act in a civil, responsible, courteous and productive manner.

The County reserves the right to request that any Contractor's employees be taken off the job, and not re-employed until satisfactory arrangements have been made to ensure that there is no repetition of any offending behavior. The Contractor shall employ only **skilled staff**.

The Contractor shall not leave any equipment on County property unattended at any time, unless the County of Elgin gives prior approval and such equipment is properly protected to the satisfaction of the County.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.35 Supervision and Prohibitions**

The contractor shall keep the operation under their personal control and shall not assign, transfer or sublet any portion without first obtaining the approval of the County. The consent of the County to any such assignment, transfer or subletting shall not, however, relieve the contractor of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the contract, and the contractor shall either in person or through an accredited agent, receive all notices, communication, orders, instructions, or legal service as if they were performing the work with their own equipment and their own forces.

The contractor will exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the contractor any order or communications relating to the work. Any supervisor or worker, who is not acceptable to the County by reason of incompetence, improper conduct, etc., shall be removed from the site of the work and replaced forthwith.

2.36 Pricing, Invoicing and Payment

All prices quoted shall be in Canadian funds and shall be firm for the term of the contract as specified in the Schedule of Prices.

Pricing shall include labour, material, overhead, freight and profit and other relative charges, but shall be exclusive of HST. Any work done on the basis of unit prices shall be carried out generally in accordance with the specifications for similar work and shall be the County's approval.

Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the County prior to being invoiced. No other price changes will be accepted.

The County is seeking firm, lump sum, monthly janitorial cleaning rates. The firm lump sum monthly rates bid must include all labour, materials, equipment, cleaning supplies, chemicals, garbage bags and all cleaning operations in accordance with the stated frequency; daily, weekly, bi-weekly, monthly, quarterly, semi-annually, annually or other.

This RFP may contain provisional items. If provisional pricing is requested, this pricing is requested as a separate pricing structure and will not be carried forward in the total price calculation, unless directed otherwise.

Monthly invoices shall be submitted electronically to engineering@elgin.ca

Where early payment discounts are offered, the invoice must indicate the discount **after** taxes.

The County's payment terms are Net 30. Payment terms shall only be modified at the sole discretion of the County to take advantage of the discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the County. Payment will only be issued if there is a valid WSIB Clearance Certificate attached to each invoice submitted.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**2.37 County Not Employer**

The Contractor agrees that the County is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP process. Also, in accordance with the Occupational Health and Safety Act, the Contractor herewith agrees to be the "constructor" as defined under this act.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**SECTION 3.0 - PROPOSAL REQUIREMENTS****3.1 Proposal Submissions**

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. The Proposal Submission shall comprise of two (2) separate proposal submissions as detailed below.

Hardcopy submissions not permitted.

This RFP is a two-stage submission and requires that pricing be included separately as Part 2. Any submissions which contain pricing information in the Technical Proposal (Part 1) will be rendered informal and will be disqualified. All information related to pricing must be submitted in the bidding system only (Part 2). Failure to include the submission requirements may result in your proposal being disqualified.

3.2 Proposal Submission Requirements – Technical Proposal (Part 1)

Proponents shall upload a PDF Proposal Submission to the Bidding System.

The submission shall be no longer than twenty (20) single sided pages (Arial 12 font or equivalent), excluding any specific attachments requested. The submission should include all of the information listed in this Technical Proposal Requirements section.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

a) Section A: Overview and Profile of the Company

Provide the following:

- a brief description of the company;
- a brief description of the Proponent's experience in providing cleaning services to similar types of organizations;
- the total number of years in business and years providing contract cleaning services;
- full contact information of the lead contact person including the contact's name and title, phone number(s), fax number(s) and email address(es);
- the address of the Proponent's head office and the address of the branch office which would provide the services, if different;
- regular office hours;
- the total number of employees.

REQUEST FOR PROPOSAL NO. 2023-P41
CONTRACT CLEANING / JANITORIAL SERVICES**b) Section B: Resources including Management and Cleaning Staff**

- i) Provide information on all management, supervisory and individuals within the Proponent's organization who will be assigned to the Contract. Include a detailed description for each individual outlining their:
 - qualifications and relevant experience;
 - history of employment or association with the Proponent;
 - contribution to be provided during the Contract by each individual;
 - experience with unionized staff.
- ii) Provide cleaning staff information which is to include:
 - details on how staff (whether employee of the company or a subcontractor) are recruited and screened;
 - a list of subcontractors (if applicable) indicating the specific roles and responsibilities which will be assigned to each company/individual and how they will be supervised. If no subcontractor will be used during the Contract, clearly state this.

c) Section C: Work Plan and Communication Tools

- i) Provide a methodology that describes key elements of the work plan that would be employed by the proponent in undertaking the contract specifications as outlined in this RFP. The methodology does not need to be very detailed, but must contain enough information to indicate a sound understanding of the needs of the County.
- ii) Provide comments on the realistic timing of tasks identified.
- iii) Provide the total number of hours per week for cleaning services per site. Indicate how the County can be assured that the hours being worked are verified and monitored.
- iv) Indicate how your firm will provide the services using transparent communications and initiating open dialogue to ensure the County receives high quality cleaning services.
- v) Provide a recommendation for scheduling check-in meetings with County Facilities staff.
- vi) Provide a sample of an audit inspection report to be provided to the County monthly.

d) Section D: Proposed Start Up and Contingency Plan

- i) Proposed start-up plan, which includes implementation timelines and contingencies. Proponents are requested to address hiring and staffing issues.
- ii) Proposed contingency plans for staffing during the term of the contract to ensure continuity of services with a full complement of cleaners at all times, taking into consideration, vacations, sick days and other staffing matters.

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iii) Information on the Proponent's historical staffing stability and turnover rates.

e) **Section E: Proponent Training and Programs / Service Offered**

- i) Provide the types, methods and frequency of training programs regarding technical, working at heights, health & safety, WHMIS, customer service and other issues related to the specifications. Include samples of training guides, materials and certificates in the submission.
- ii) Provide a copy of the proponent's health and safety program.
- iii) Specify any value-added services and/or products that would be of value to the County that your organization can provide.

f) **Section F: Client References**

Provide a minimum of three references, from organizations of a similar size for contracts of a similar scope and magnitude in similar secure buildings. Each reference should include:

- the name of the client organization, contact name, address, telephone numbers and email address;
- the type of operating environment (i.e. office, 24-hour operation, medical/care facility etc.);
- the time of the day / days of the week the cleaning being performed;
- the term of the contract, including start and finish dates;
- a description of the services provided, including building(s) total square footage, number of floors, total square footage cleaned, working hours per day or per week, regular occupancy of the building, and any other pertinent information;
- the number of cleaning staff required to perform the contract;
- the turnover rate of cleaning staff on the contract;
- the approximate total cost of the contract.

3.3 **Financial Submission Requirements - Financial Proposal (Part 2)**

Proponents are required to complete the electronic Pricing Forms in the Bidding System. Prices shall not include contingencies or HST.

The proposal must clearly state which services are not included in your financial pricing submission.

Part 2 will only be unsealed if Technical Proposal (Part 1) scores a minimum of **49 points out of a possible 70 points** by the evaluation team.

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3.4 Evaluation Process

This is a multi-stage evaluation process that considers both the qualifications of the Proponent and price.

Phase I: Technical Proposal

Phase I of this RFP requires that vendors respond to the Technical Proposal Requirements listed in section 3.2.

During this phase of the evaluation process, submissions will be reviewed and evaluated by an evaluation committee through a consensus method based on the evaluation criteria set out in section 3.5.

The disclosure of the allocated weightings for each rated criterion is provided to assist Proponents in preparing a submission that best meets the requirements of the County.

Only submissions which score a minimum of **49 points out of a possible 70 points** in Phase I will have met the established threshold and pass to Phase II and will be given further consideration for award.

Phase II: Financial Proposal

Only those Proponents who have met the established threshold will enter into Phase II. **If the Proponent does not meet the minimum criteria, they will not be considered for Phase II or any subsequent award.** Pricing will be unsealed and will be calculated according to the example in section 3.6.

Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent's experience and the anticipated benefit to Elgin County. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the County or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The County reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

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The County reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

3.5 Evaluation Criteria

Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the County.

By responding to this RFP, Proponents agree to accept the decision of the evaluation committee as final.

Proposals will be evaluated based on the following weighted evaluation factors:

Rated Criteria	Maximum Weight Points
PHASE 1 – TECHNICAL PROPOSAL	70 POINTS
Overview and Company Profile	10
Management, supervisory and cleaning staffing staff qualifications and experience	10
Unionized environment experience	5
Work Plan, Timing of Tasks, Communication plan and resources	15
Start-up plan and contingency plan	5
Education and Training	10
Value-Added Services	5
Client References (type & level of detail provided)	10
PHASE 2 – FINANCIAL PROPOSAL	30 POINTS
Total Overall Cost	30
TOTAL CUMULATIVE POINTS	100 POINTS

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3.6 **Ratings**

The following ratings will be used to evaluate the technical portion of the RFP process. For consistency, the table below describes the characteristics attributable to particular scores between 0 - 10.

0	Unacceptable	Did not submit information
1	Very Poor	Information provided does not meet any requirements
2	Poor	Barely meets some requirements, does not meet others.
3	Weak	Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas
4	Below Average	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Good	Meets all requirements of the criteria.
8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

The firms achieving the minimum score identified will be shortlisted and Phase 2 of the evaluation will be unsealed for consideration.

The lowest cost proposed shall be awarded the full amount of points available for the financial portion of the evaluation. All higher proposals shall be awarded points, rounded to the closest full point for the cost portion of the evaluation by the following:

$$\text{Lowest Cost} \div \text{Proposed Cost} \times \text{Maximum Points} = \text{Total Cost Points.}$$

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent.

In submitting a proposal, the Proponent acknowledges the County's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the County's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the County's best interest to do so.

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All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and documentation requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

3.7 Presentation and Interview

The County may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than two Proponents based on the scoring results.

The interviews would be conducted by the representatives of the Evaluation Committee via Zoom Web Conferencing. Senior staff members to be assigned to this project must attend the interview.

Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (5 minutes)
- Questions from Proponents (5 minutes)

The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the County of Elgin will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

Criteria Category	Weighted Points
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

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CONTRACT CLEANING / JANITORIAL SERVICES**SECTION 4.0 - GENERAL CONDITIONS****4.1 Rights of the County**

The County is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the County shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal or by reason of any delay in the award of the contract.

The County reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. County staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The County reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The County reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The County reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the County to enter into any contract.

The County reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the County reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or has instituted a legal proceeding, without the prior approval of County Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

4.2 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

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The Proponent further declares that no member of the Council of the County and no officer or employee of the County will become interested directly or indirectly as a contracting party, partner, shareholder, 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.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the County prior to the submission of a proposal. The County may, at its discretion, delay any evaluation or award until the matter is resolved to the County's satisfaction. The County may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the County determines that it is in its best interests to do so.

The County reserves the right to disqualify a proposal where the County believes a conflict of interest or potential conflict of interest exists.

4.3 **Modified Proposals**

In the event that a preferred proposal does not entirely meet the requirements of the County, the County reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the County.

4.4 **Disqualification of Proponents**

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

4.5 **Confidentiality / MFIPPA**

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The County will treat all proposals as confidential. The County will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the County will become public information.

4.6 **Proposal Assignments**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the County.

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Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Purchasing Policy. The Purchasing Policy can be viewed on the County's website, www.elgincounty.ca

4.8 Failure to Perform

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The County shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9 Award and Agreement

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the County or County Council, the report recommending such award including the total cost of the awarded project shall be a matter of public record, unless otherwise determined by Council.

A written agreement, prepared by the County shall be executed by the County and the successful Contractor. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the County of Elgin, shall form part of the Agreement (see attached sample of agreement in Appendix A).

Failure to execute the contract and to file satisfactory forms (insurance, WSIB, etc.) as required herein within the specified time period shall be just cause for the cancellation of the contract award.

4.10 Insurance Requirements

Any agreement resulting from this RFP will contain the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned automobile and shall contain a severability of interest and cross liability clause to a limit of no less than five million (\$5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin as an Additional Insured.
- b) Standard OAP 1 Automobile liability policy in the amount of two million (\$2,000,000) dollars.
- c) Crime Fidelity Insurance: The Contractor will provide coverage with a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy in the amount of twenty-five thousand (\$25,000) dollars per employee. The County shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this contract.

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- d) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
- be written with an insurer licensed to do business in Ontario;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
 - contain an undertaking by the insurer to notify the County in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
 - any deductible amounts shall be borne by the Proponent.
 - Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide Elgin County with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the County of Elgin, its officers, County Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the County or their employees.

4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County of Elgin prior to commencement of work.

4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

4.14 **Disqualification**

The County may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the county, if,

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- the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the County may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Purchasing Coordinator for the County, the commercial relationship between the Corporation of the County of Elgin and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
 - a) Litigation with the County;
 - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
 - c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or its representatives;
 - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted by the County;
 - e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
 - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

4.16 **Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

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- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

4.17 **Legal Matters and Rights of the County**

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the County.

The County may at its sole discretion change or discontinue this RFP process at any time whatsoever. The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The County may at its sole discretion decline to evaluate any proposal that in the County's opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

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- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

4.18 Compliance with Laws, Acts and Policies

The successful Proponent shall be required to comply with the County's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

The successful Proponent shall also comply with all Municipal, Provincial and Federal laws, including but not limited to:

- i. The Environmental Protection Act., R.S.O. 1990, c. E.19, as amended
- ii. The Occupational Health and Safety Act., R.S.O. 1990, c.O.1, as amended
- iii. Workplace Safety and Insurance Act, effective January 1, 1998, as amended
- iv. Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1999, c.M.56, as amended
- v. Municipal Conflict of Interest Act, R.S.O. 1990, as amended
- vi. Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999, R.S.O. 1999, c.4
- vii. Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005,c.11, as amended

4.19 Covid-19 Pandemic

Refer to Section 2.29.

4.20 Clarification

The County may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the County's interpretation of the Proponent's proposal.

The County is not obliged to seek clarification of any aspect of a proposal.

4.21 Supplementary Information

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

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Errors, mistakes, or omissions made by the successful Proponent, its agents, employees, or workmen shall be rectified by the successful Proponent at its sole expense

4.23 No Increase in Rates

No claim for increase in rates or other prices quoted in the Contract will be entertained, nor shall the successful Proponent be entitled to make any claim on the ground of misrepresentation, nor on the grounds that he was given any promise or guarantee by the County or its agents or employees or any other person.

4.24 Contractor's Liability

Any work performed by the Contractor upon the lands of the County and its agencies or otherwise in connection with the proposed work, shall be solely at the Contractor's own risk and the County and its agencies shall not be liable to the Contractor or the Contractor's employees, agents or invitees for any damage, injury or loss sustained by them, including death, or to their property as a result of working or operating hereupon.

The Contractor shall be responsible for any damage, injury (including death) or loss sustained by the Contractor or any other person, or to its or any other person's property as a result of working or operating upon the lands of the County and its agencies and providing the goods and services of this project and shall obtain public liability insurance, property damage insurance and automobile insurance all to the satisfaction of the County and its agencies in every respect including without limitation, amount of coverage and deductible amounts as noted in this RFP document.

The Contractor shall provide a certificate of insurance evidencing the foregoing requirements to the satisfaction of the County and its agencies prior to the signing of the agreement and commencement of work.

4.25 Contractor's Insolvency

If the Contractor commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the County may, without notice, terminate the Contract.

If the Contractor fails to comply with any request, instruction or order of the County; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities related to the equipment, material and/or services; or fails to prosecute the equipment, material and/or services with skill and diligence; or purports to assign or sublet the contract or a portion of it without the County's written consent; or refuses to correct defective equipment, material and/or services; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract; then, in any such case, the County may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the contract.

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Any termination of the Contract by the County, as mentioned above, shall be without prejudice to any other rights or remedies the County may have.

4.26 Default / Non-Performance

The County will reserve the right to determine “non-performance” or “poor quality” of service and further reserves the right to cancel any or all of this contract at any time should the Contractor’s performance not meet the terms and conditions of the RFP upon thirty (30) days written notification to the Contractor.

“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the following:

- The Contractor not having a crew on site, cleaning during the prescribed dates and times;
- The Contractor not adhering to the County’s cleaning standards or frequency of cleaning as identified herein;
- Persistent non-compliance with health and safety policies and regulations;
- The Contractor’s refusal to correct unsatisfactory cleaning conditions as identified by the Manager of Corporate Services or designate;
- Inappropriate or unsafe performance of duties by the Contractor and/or Contractor’s employees.

In the event of such cancellation, the County retains the right to claim damages as a result of such default.

If the County terminates the Contract, it is entitled to:

- a) withhold any further payment to the Contractor until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Contractor any loss, damage and expense incurred by the County by reason of the default (which may be deducted from any monies due or becoming due to the Contractor).

The County further reserves the right to cancel this Contract by way of an advanced 60 days written notice, if the services of the Contractor are no longer required due to unforeseen circumstances.



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APPENDIX A - SAMPLE AGREEMENT

THIS AGREEMENT made effective this XXXX day of XXXXXXXX, 2024.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called "County")

OF THE FIRST PART

- AND -

(hereinafter called "Contractor")

OF THE SECOND PART

WHEREAS on <Insert Date>, the County issued Request for Proposal No. <Insert #> and Addendum No. <X> dated <Insert Date> for <Insert Project Name> for the County of Elgin (the "RFP");

AND WHEREAS on <Insert Date> the Contractor submitted a proposal in response to the RFP (the "proposal");

AND WHEREAS the County wishes to enter into an agreement with the Contractor for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the "Services");

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Contractor to the County and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1

The Contractor shall provide the Services set forth in Schedule "A" hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "A", the text of this Agreement shall prevail.

ARTICLE 2

The County covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted rates or lump sum amount as summarized below:

- \$XX.00 per XXX for the period of <Insert Date> to <Insert Date>
- OR State Lump Sum Amount

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ARTICLE 3

The Term of this Agreement is for a three-year term, deemed to commence on or about **<Insert Date>** and expire on **<Insert Date>**; provided further that the County, in its unfettered discretion, may extend the within Agreement up to an additional XXX (X) years.

ARTICLE 4

A copy of each of the Terms of Reference and Addendum No. XX are hereto annexed (as Schedule A) and together with the Contractor Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, and the Confidentiality Agreement, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 5

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) Addenda;
- c) Terms of Reference;
- d) Contractor Proposal;
- e) General Conditions;
- f) Proposal Requirements;
- g) Information to Proponents.

ARTICLE 6

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations, including any violation of the Confidentiality Agreement, hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

ARTICLE 7

The Contractor shall indemnify and save harmless the County, including its elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns

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(hereinafter collectively the “Releasees”) from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of the Contractor, including its officers, employees, servants, agents, and Contractors or sub-Contractors, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Contractor of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the County, its officers, employees, servants, agents, or Contractors or sub-Contractors, or any one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

ARTICLE 8

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

ARTICLE 9

The Contractor declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Contractor also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the County or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the County.

ARTICLE 10

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

COUNTY: Corporation of the County of Elgin
450 Sunset Drive
St. Thomas, ON N5R 5V1

CONTRACTOR: _____

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Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

ARTICLE 11

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

ARTICLE 12

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

ARTICLE 13

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

ARTICLE 14

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

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ARTICLE 15

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

_____	) Corporation of the County of Elgin
)
)
Date:	) Per: _____
	) Name: _____
	) Position: Warden
_____)
Location)
	) Per: _____
	) Name: _____
	) Position: Chief Administrative Officer
)
	) We have the authority to bind the Corporation
)
)
	) <INSERT CONTRACTOR NAME>
)
)
_____	) Per: _____
Date:	) Name: _____
	) Position: _____
_____)
Location) I have the authority to bind the Corporation

REQUEST FOR PROPOSAL NO. 2023-P41
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The Bill 7 information for this contract will be issued as Addendum 1.
The information was unavailable at time of RFP issuance.