

GSCA OFFICE CLEANING CONTRACT

This Office Cleaning Contract (the “Agreement”) made effective this _____ day of _____, 2022

BETWEEN:

GREY SAUBLE CONSERVATION AUTHORITY
(herein, the Authority),

And

(herein, the Contractor).

1.0 PREAMBLE

The purpose of this contract is to provide a framework for the expectations of the Authority in the achievement of securing a contractor to provide cleaning services of the Authority’s Administration Centre.

It describes the responsibilities of both parties for work undertaken and for any costs incurred that are included in the contract proposal as well as any additional costs that are above and beyond the original proposal.

2.0 BACKGROUND

- 2.1** Based on the accepted tender bid provided by the contractor, the Authority is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide Office Cleaning Services to the Authority.
- 2.2** The Contractor is agreeable to providing such services to the Authority based on the terms and conditions set out in this agreement.

3.0 RESPONSIBILITIES

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Authority and the Contractor (collectively, the Parties) agree as follows:

3.1 Responsibilities of the Contractor

- 3.1.1** The Contractor shall faithfully carry out the duties listed within Schedule A to this Agreement on a fee for service basis in accordance with the terms of this Agreement.
- 3.1.2** The duties in this Agreement shall include all labour, materials and services necessary for the execution and completion, to the Authority's satisfaction, of the cleaning and housekeeping herein specified of approximately 8,000 square feet of office space at the Grey Sauble Conservation Authority Administration Centre, 237897 Inglis Falls Road, R.R.#4, Owen Sound, Ontario.
- 3.1.3** The Contractor agrees that cleaning of the building shall be performed once weekly at a regularly scheduled and agreed upon time between 4:30 p.m. on Friday and 7:30 a.m. on Monday.
- 3.1.4** The Contractor agrees to notify the Authority of any proposed deviations from the regularly scheduled and agreed upon time identified in Clause 3.1.3. Notification shall be provided a minimum of 72 hours in advance.
- 3.1.5** The Contractor agrees to supply, at its own costs, all cleaning supplies required for carrying out the duties of this contract.
- 3.1.6** The Contractor agrees that all cleaning supplies stored on the premises shall comply with WHMIS regulations
- 3.1.7** The Contractor agrees to provide the Authority representative with copies of the Safety Data Sheets (SDS) for all cleaning supply products stored on the premises for inclusion in the Authority's SDS binder.
- 3.1.8** The Contractor agrees to notify the Authority as soon as possible when any of the stock/supplies referenced in Clause 3.2.3 need to be replaced.
- 3.1.9** The Contractor agrees to complete a weekly checklist of duties completed.
- 3.1.10** The Contractor agrees to timely and effective communication with the Authority representative on matters related to this agreement.
- 3.1.11** The Contractor agrees to be held responsible for all damage which occurs to any Authority equipment during this work due to faulty operation or usage.

3.1.12 The Contractor agrees to be held responsible for any damage to the building or its contents which may occur during the carrying out of the duties listed in Schedule A where such damage may be attributable to the use of equipment or materials of all kinds on the part of the Contractor or the Contractor's employees, agents or invitees or for any other type of damage caused by the Contractor, its agents, employees, and/or invitees. Damage shall be made good to the satisfaction of the Authority.

3.1.13 Prior to leaving the Administrative Centre unattended, the Contractor agrees that it shall ensure that all exterior doors are locked, and the alarm system is armed as instructed by the Authority. Without limiting any other condition in this contract, the Contractor acknowledges that failure to adhere to this condition is grounds for immediate termination of this contract.

3.1.14 The Contractor acknowledges and agrees that no alcoholic beverages, cannabis products, or any illicit drugs or narcotics shall be brought on to Authority property by the Contractor, its employees, agents, and/or invitees. Further, the Contractor acknowledges and agrees that its employees, agents, and/or invitees shall not, at any time during this contract, be under the influence of alcohol, cannabis products, or any other illicit drugs or narcotics while on Authority property. Without limiting any other condition in this contract, the Contractor acknowledges that failure to adhere to this condition is grounds for immediate termination of this contract.

3.2 Responsibilities of the Authority

3.2.1 The Authority agrees to notify the Contractor of any Special Events at the Administration Centre that may require a change to the regularly established cleaning schedule. The Authority will make best efforts to provide a minimum of 48 hours' notice.

3.2.2 The Authority agrees to provide regular inspections of the work completed by the Contractor at the beginning of each week and shall notify the contractor of any deficiencies documented.

3.2.3 The Authority agrees to supply all hand soap, deodorant blocks, paper towels, garbage bags, and toilet tissue.

4.0 PAYMENTS

4.1 The Authority and the Contractor agree that the Contractor shall provide the services in Schedule A for a monthly fee of \$_____ plus HST.

4.2 The Contractor agrees to provide a monthly invoice for the services rendered in the preceding month. For clarification, this shall be interpreted to mean, as example, that in the month of August the Contractor shall provide the Authority with an invoice for services rendered in the month of July, and so on.

- 4.3** The Authority agrees to provide a cheque to the Contractor in the amount specific in Clause 4.1 within 30 days of receipt of the invoice. The cheque shall be made payable to the Contractor in the name noted in this Agreement.
- 4.4** The Contractor acknowledges and agrees that if the Contractor fails to provide the cleaning services required under this Agreement on weekly basis as stipulated in Clause 3.1.3, then the Authority may, at its option, and in addition to and without prejudice to all rights and remedies of the Authority, prorate the amount of the monthly payment to be paid to the Contractor by the Authority.
- 4.5** Further, the Contractor acknowledges and agrees that if the Contractor fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained, including Schedule A, to be observed, performed and kept by the Contractor and persists in the failure after fifteen (15) days' notice by the Authority requiring the Contractor to remedy, correct, desist or comply (or such agreed upon longer period as may be reasonably required to cure the breach given the nature of same) then the Authority may, at its option, and in addition to and without prejudice to all rights and remedies of the Authority, prorate the amount of the monthly payment to be paid to the Contractor by the Authority.

5.0 LIABILITIES AND INSURANCE

5.1 Insurance

The Contractor agrees to provide to the Authority and maintain Commercial/Comprehensive General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

5.2 Bonding

The Contractor agrees to provide proof of bonding for itself and its employees of not less than \$5,000.00 (five thousand dollars) of a bona fide Security Company for the duration of this contract.

5.3 Indemnification

The Contractor agrees to indemnify and save harmless the Authority against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property resulting from the negligent acts, carelessness, incompetent acts, faults or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or of any subcontractor in the performance of work and for any infringement. This clause shall survive the termination of this contract.

5.4 Workers Compensation

The Contractor agrees to provide verification to the Authority of current and active Workers Compensation coverage or if not available, be included with the Authority's coverage and agree to the premium of said coverage being deducted from monthly payment at the current premium rate being paid by the Authority.

6.0 TERM

6.1 The term of this Agreement shall be for a period of approximately three (3) years, commencing on the ___ day of December 2022 and ending on the 31st day of December 2025. The parties may extend this Agreement with written consent.

7.0 TERMINATION

7.1 Termination by the Authority or the Contractor

Either the Authority or the Contractor may terminate this Agreement by giving notice in writing to the other party at least sixty (60) days in advance of termination.

7.2 Termination by the Authority

7.2.1 Upon the occurrence of any of the following events:

- i. The Contractor fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained, including Schedule A, to be observed, performed and kept by the Contractor and persists in the failure after fifteen (15) days' notice by the Authority requiring the Contractor to remedy, correct, desist or comply (or such agreed upon longer period as may be reasonably required to cure the breach given the nature of same).
- ii. Material breach of any of the conditions herein contained.

7.2.2 Then the Authority may, at its option, and in addition to and without prejudice to all rights and remedies of the Authority available to it either:

- i. by any other provision of this contract or by statute or the general law, either terminate this contract by giving the Contractor ten (10) days prior written notice of the termination; or
- ii. In the case of breach of Clauses 3.1.13 or 3.1.14, the Authority may terminate this contract immediately by notice in writing to the Contractor.

7.2.3 No compensation by the Authority

In the event of early termination by the Contractor pursuant to Clause 7.1 of this Agreement, or by the Authority pursuant to Clause 7.2.1 and/or Clause 7.2.2 of this Agreement, the Authority shall not compensate the Contractor in any way for the Contractor's investments into the materials and/or supplies. Further, the Contractor

agrees to waive any right to seek any form of compensation from the Authority for any such investments.

8.0 MISCELLANEOUS

8.1 Preamble

The preamble hereto shall be deemed to form an integral part hereof.

8.2 Instrument in Writing

Notwithstanding Clause 8.12, this Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

8.3 Entirety of Agreement

This Agreement, including Schedule A, embodies the entire agreement of the parties hereto and no understandings or agreements, collateral, verbal or otherwise exist between the parties except as expressly set out herein or as may hereafter be agreed to, in writing, by the parties.

8.4 Grammar

Wherever the singular and/or plural and masculine and/or feminine are used in this Agreement they shall be construed as if the appropriate tense and gender had been used, where the context or the party or parties so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

8.5 Assignment

This Agreement shall not be assignable by either party.

8.6 Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent that, a delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, fires, floods, windstorms, riots, or court injunction or order.

8.7 Headings

The Section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

8.8 Governing Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

8.9 Relationship of Parties

Nothing in this Agreement shall create a partnership, joint venture, employment, or any other relationship between the Authority and the Contractor, than that which is explicitly detailed in

this Agreement. Neither party shall be liable, except as otherwise expressly provided herein, for the other party's obligations or liabilities.

8.10 Notices

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given and shall be given by being delivered by or mailed to the following addresses of the parties respectively:

To the Authority:

Administrative Assistant
Grey Sauble Conservation Authority
237897 Inglis Falls Road, RR4
Owen Sound, ON N4K 5N6

To the Contractor:

Attention: _____
Company Name: _____
Street Address: _____
Town/Province: _____
Postal Code: _____

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepared, shall be deemed to have been given or made on the third business day following the day on which it was mailed. Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Agreement.

8.11 Confidentiality

The Contractor and it's employees, agents or representatives shall not at any time or in any manner, whether directly or indirectly, use for their personal benefit, or disclose or communicate in any manner whatsoever, any information that is the property of the Authority and the Contractor and it's employees, agents and representatives shall protect such information and treat it as strictly confidential. This provision shall continue in effect after termination of this Agreement.

8.12 Validity

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable but limited to such provision would make it valid and enforceable, then such provision shall be deemed written, construed and enforced in the manner so limited.

8.13 Waiver

Any failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce and subsequently require strict compliance with each provision of this Agreement.

Each of the below signees confirms that they have the authority to bind the corporation.

THEREFORE, IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written.

I have read and understand the specifications of this contract and agree to the stipulated conditions.

Attached hereto is my proof of bonding.

Dated this _____ day of _____, 2022.

Name, Witness for Contractor

Name, Contractor

Signature, Witness for Contractor

Signature, Contractor
I have the authority to bind the corporation

Name, Witness for the Authority

Name, Authority Representative

Signature, Witness for the Authority

Signature, Authority Representative



OFFICE CLEANING TENDER QUOTE

I have read and understand the specifications of this tender application, and the attached contract document (Agreement) and agree to the stipulated conditions.

Enclosed herewith is my evidence of bonding/employment references.

My tender quote for this contract is \$_____ + HST of _____, making a total of \$_____ per month for a three-year period commencing December ____, 2022, and ending December 31st, 2025, with a possible extension with the Authority's approval.

Date

Signature

Please print:

Name of Company: _____

Address _____

(including postal code)

Telephone Number _____

E-mail address: _____

Names of Employees cleaning the GSCA Administration Centre. This list may be updated during the Term of the contract by written notice to the Authority by the Contractor:

NOTES:

- 1) **Sealed tenders will be accepted until 4:00 p.m., on Friday, November 25th, 2022.**
- 2) **Lowest or any tender not necessarily accepted.**

Reference Contacts

The following three references are provided to permit the Grey Sauble Conservation Authority to contact the references regarding the cleaning capabilities, thoroughness, and general acceptability of past work.

References

	Company Name	Contact Name	Contact Phone No.	Number of Years Employed
<u>1.</u>				
<u>2.</u>				
<u>3.</u>				

Schedule 'A'

1. Weekly Standard Practices

a. General Office Area (Upper and Lower Levels)

- i. Vacuum carpets.
- ii. Remove spots on carpets, if possible, as required. Spots which cannot be removed by normal means shall be reported to the Authority.
- iii. Sweep/vacuum stone and tile floors.
- iv. Empty garbage bins and place garbage bag(s) in upstairs cloakroom for Operation's Staff to remove.
- v. Empty and place contents of blue box from downstairs boardroom in a clear recycling bag and place bag in upstairs cloakroom for Operation's Staff to remove.
- vi. Dust counters and tables.

b. Kitchen and Lunchroom Area

- i. Sweep/vacuum floor.
- ii. Wash/mop floor.
- iii. Clean table and chair legs.
- iv. Empty garbage and place garbage bag in upstairs cloakroom for Operation's Staff to remove.
- v. Clean kitchen counters, stove top, sink and tabletops. No furniture polish shall be used.

c. Washrooms (Upper and Lower Levels)

- i. Replace deodorant blocks in urinals, as required.
- ii. Sweep/vacuum floors.
- iii. Wash/Mop floors.
- iv. Replenish toilet paper and paper towels from supplies cupboard(s).
- v. Clean and disinfect toilet seats, bowls, urinals, washbasins, and counters.
- vi. Empty garbage bins and place garbage bag(s) in upstairs cloakroom for Operation's Staff to remove.
- vi. Dust and clean dispensers, receptacles, mirrors, floor underneath sink, and shelves.

d. Stairwells

- i. Sweep/vacuum floors and steps.

2. Bi-Weekly Standard Practices (in addition to all weekly practices)

a. General Office Area (Upper and Lower Levels)

- i. Vacuum corners, clean off corners, and mop marks on baseboards.
- ii. Clean window ledges and baseboards.
- iii. Check and spot clean interior painted walls.

- iv. Wash/mop tile, stone, and entrance hard floors.
- v. Vacuum slush mats.
- vi. Remove and clean under slush mats.

b. Kitchen and Lunchroom Area

- i. Clean exteriors of stove, refrigerator and microwave oven.
- ii. Clean window ledges and baseboards.

c. Washrooms (Upper and Lower Levels)

- i. Wipe down toilet partitions.

d. Stairwells

- i. Clean and polish brass kick plates and hand plates on doors using appropriate cleaners.
- ii. Mop floors and steps.

e. Exterior General

- i. Clean glass in entrance doors and windows beside doors.
- ii. Sweep down spider webs around entry ways.

5. Semi-Annual Standard Practices

- i. Clean interior windows.
- ii. Dust and/or vacuum high ledges, tops of partitions, light globes on posts and other high areas where dust and cobwebs collect.

6. Annual

The Contractor agrees to a fulsome annual cleaning at the express request of the Authority and at an additional cost to be agreed upon by the Authority and the Contractor. This may include, but is not limited to, walls, floors, light fixtures, and other items not included in the standard practices.

7. Additional Services as Required

Should the Authority require additional services outside of the listed standard practices, the work may be tendered with the contractor being invited to submit a tender bid. For example: exterior window cleaning, carpet cleaning, etc.