

REQUEST FOR PROPOSALS RFP# P-2020-01

CLEANING SERVICES

- Issue Date:** Tuesday, October 13, 2020
- Closing Date:** Tuesday, November 10, 2017 at 3:00pm local time
- Submit to:** Kawartha-Haliburton Children's Aid Society
PROPERTY DEPARTMENT
1100 Chemong Road
Peterborough, Ontario K9H 7S2

Scheduled MANDATORY Site Tours:

1. Peterborough Office Lobby (1100 Chemong Road, Peterborough, Ontario)
2. Lindsay Office Lobby (42 Victoria Avenue North, Lindsay, Ontario)

Potential Bidders **must provide contact information to Kawartha Haliburton Children's Aid Society (email to cleaningrfp@khas.on.ca)** in order to be placed on the Distribution List and to be advised of any addenda or further information that is issued

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1. PART 1 – INTRODUCTION

1.1. Invitation to Proponents

The Kawartha-Haliburton Children’s Aid Society (hereinafter called “KHCAS” or “the Society”) invites proposals for the delivery of **Cleaning Services**, as further described in Part 2 – The Deliverables (the “deliverables”). The successful proponent will be a qualified service provider possessing the expertise and resources to meet the “deliverables” during the term of the Agreement, which shall commence January 1, 2020 and end on December 31, 2022.

1.2. Overview of the Kawartha-Haliburton Children’s Aid Society

KHCAS is an Ontario corporation operating as a registered Charity, whose principal mandate is to protect the children and youth in its catchment area from abuse and neglect. Its catchment area consists of the Cities of Peterborough and Kawartha Lakes and the Counties of Peterborough and Haliburton. Principal funding is provided by the Province of Ontario as determined by a Funding Framework based on service volumes. Under the provisions of the Child and Family Services Act, the Ministry of Children and Youth Services of Ontario (the “Ministry”) contracts with the Kawartha-Haliburton Children’s Aid Society as a transfer payment agency for the delivery of legislated Child Welfare Services. KHCAS operates at arm’s length from the Ministry and is governed by an independent volunteer Board of Directors. This structure allows KHCAS to be accountable to the Ministry, and yet retain a degree of operational autonomy and flexibility. The KHCAS Board of Directors consists of members representing a cross section of disciplines necessary for effective governance.

For a more detailed overview of the KHCAS’s mandate, programs and services, please visit our website at www.khcas.on.ca.

1.3. Type of Contract for Deliverables

The selected service provider will be required to enter into an agreement with KHCAS for the provision of the deliverables substantially in the form attached as Appendix A to this RFP. It is the Society’s intention to enter into the Form of Agreement attached as Appendix A to this RFP with only one (1) service provider for the services described in this RFP, however, the Society reserves the right to award the services in their entirety or on a component basis depending on the results of the RFP. The use of sub-contractors by the proponent is prohibited under the terms of the agreement. The term of the agreement is to be for a period of three (3) years,

extendible at the option of the Society. The agreement must be executed within three (3) business days of being awarded the contract. The anticipated start date for the contract is January 1, 2021.

A service provider who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of selection, may be disqualified.

1.4. Definitions

“RFP” means the Request for Proposals for Cleaning Services reference number RFP# P-2020-01 issued by Kawartha-Haliburton Children’s Aid Society for the Deliverables and any addenda to it.

“Deliverables” means everything developed for or provided to KHCAS in the course of performing under the Contract or agreed to be provided to KHCAS.

“Agreement” means the Contract entered into by KHCAS for the provision of the deliverables and any addenda thereto.

“Addendum” or “Addenda” means further additions, deletions or modifications or other changes to the RFP.

“KHCAS” or “Society” means the Kawartha-Haliburton Children’s Aid Society

“KHCAS Contact” means: cleaningrfp@khcas.on.ca

“Proponent” means an individual, sole proprietorship, corporation, partnership, joint venture, incorporated consortium or consortium that is a partnership or other legally recognized entity which submits a Proposal in response to this RFP.

“Proposal” means the proposal submitted by the Proponent in response to this RFP and the Proponent’s responses to any clarification questions asked by the KHCAS contact.

“Normal business hours” means 9 am to 5 pm from Monday to Friday, except for the months of July and August during which time normal business hours are 8:30 am to 4:30 pm Monday to Friday.

Cleaning Services terminology:

“Damp Mop” means applying a clean mop, well wrung-out of solution, with the purpose of removing light dust and spillage left after sweeping or dust mopping.

“Polish” means using appropriate cleaner, applied directly to the surface or to a cloth, to clean the surface of soiling, tarnishing, etc., then wiping clean with a dry cloth to eliminate streaking.

“Shampooing and Extraction” means the cleaning of heavily soiled carpeted areas. It consists of a two-part procedure: 1) Rotary fiber agitation, using a shampoo with grease cutting agents and colour highlighting additives to loosen soil from the carpet fiber, and 2) Hot water extraction

is then used as a rinse to remove the soil and leave the carpet free of chemical residues and as dry as possible.

“Spot and Stain Removal” means the removal of local spots or stains using a range of chemicals applicable for all types of spots and stains. This is a step one in the carpet cleaning operation.

“Spray Buffing” means spraying on a clean resilient floor in an evenly distributed manner, a spray cleaning and/or buffing solution, using a floor machine and an abrasion pad to clean off black marks and scuffing, and to polish the surface. Care must be taken out to spray solution on baseboards or furniture. Dry mopping to remove fine dust generated during the former process follows spray buffing.

“Strip and Refinish” means the following technique:

- 1) All furniture must be moved in order to clean under pedestals;
- 2) Ammoniated or non-ammoniated stripping compound shall be used as per the manufacturer’s instructions;
- 3) All wax and build-up shall be removed;
- 4) Floor shall be rinsed clean and clear;
- 5) Two (2) coats of sealer minimum shall be applied
- 6) Two (2) coats of high-quality finish shall be applied which shall be suitable for the area being covered. Corridors and entrances etc. shall receive at least three (3) coats of finish; and
- 7) Baseboards and furniture legs shall be wiped clean.

“Sweep or Dry Mopping” means the removal of loose, generally dry soil and/or debris, from resilient floor surfaces, generally using a treated dust cloth or dust mop.

“Vacuuming” means vacuuming carpet surfaces plus a crevice tool to clean corners, around furniture, and along baseboards etc. High traffic vacuuming will consist of complete hallways, office traffic lanes and desk wells, and pick-up of litter in the remaining areas to present a clean appearance. Complete vacuuming will consist of vacuuming the complete carpeted area as previously described, and the lifting and vacuuming under, and replacement of plastic carpet protection mats under desk chairs.

“Wash” means applying a neutral detergent solution to clean off marks or encrusted soil. In washrooms, the rinse will include a germicidal solution.

“Wet Mop or Wash” means applying a neutral detergent solution to the floor, agitating it with the mop to clean off marks or encrusted soil, removing the solution using a wrung-out mop or wet vacuum, ringing and drying floor using a wrung-out mop. In washrooms, the rinse will include a germicidal solution.

“Wipe Clean” means using a damp cloth and applying the appropriate cleaning solution, either directly to the cloth, or preferably, directly on the surface to be cleaned, to remove all soiling.

“Wipe Dry” means using a dry cloth; removing cleaning solution and/or water film so as to be dry to the touch and in such a way as to eliminate streaking.

2. PART 2 – THE DELIVERABLES

2.1. Location

The Kawartha-Haliburton Children's Aid Society is seeking proposals for the supply and delivery of Cleaning Services for our offices located at 1100 Chemong Road, Peterborough, Ontario and 42 Victoria Avenue North, Lindsay, Ontario.

2.2. General

The proposal must be separated into **2** components:

- Peterborough Office
- Lindsay Office

If an award is made, it may consist of one or both individual components noted above.

Any additions, deletion or variation from the following specifications must be stated. These specifications shall be construed as minimum. Specifications require that the proponent furnish descriptive literature, complete specifications and all other necessary data on the services the proponent proposes to provide. Samples for all products, (i.e. toilet paper, paper towels, hand soap etc.), as well as, cleaning solutions/chemicals including any applicable MSDS sheets MUST be submitted and approved by KHCAS before being used. All product changes and alterations must be approved before being put into circulation. Please note that KHCAS has 'NO-Scent' and 'Smoke-Free Environment' policies.

The Contractor provides all toilet paper, paper towel, hand soap, all cleaning materials and equipment for them to perform their duties on a daily basis. The proponent must maintain a minimum stock of products to supply 5 days on site.

Porter Service would be for approximately one (1) hour from 1:30pm – 2:30pm each afternoon Monday to Friday to complete those service requirements scheduled twice daily (TD), with no deviations to the timing.

Except for porter service, it is expected that interior cleaning activities will be completed after the normal business hours of the Society. The Society operates from secured premises and access of janitorial persons must be within timeframes acceptable to the Society.

Include with the proposal, applicable service related, quality assurance and supervision policies and procedures in practice by the proponent.

For Health and Safety purposes, a minimum of two cleaning staff persons is required when working in the building after regular business hours. No staff are to be working alone in the building.

Minimum direct on-site supervision of eight (8) hours per month is required. Meetings between KHCAS and the successful proponent for the purposes of performance review will take place at minimum quarterly.

Kawartha-Haliburton Children's Aid Society reserves the right to review and inspect any schedules, routines and policies that are utilized by the Service Provider's company. Failure to comply with such a request may result in termination of the agreement. If requested, the proponent shall submit copies of the noted documents for evaluation at no cost to the Society.

The Service Provider shall ensure that their company and its staff are: fully insured, with liability coverage of five (5) million dollars, registered with the WSIB, fully bonded and able to provide criminal reference checks from their local law enforcement department with vulnerable sector screening for all staff.

Due to the nature of our business, it will be a requirement to submit the names & contact information for individuals who will be working on our premises as part of this agreement at least seven (7) days ahead of time. KHCAS reserves the right to refuse individuals.

2.3. Building Specifications

	Peterborough Office	Lindsay Office	Totals
Building Area	27,000 sq. ft.	10,000 sq. ft.	
Kitchens with cupboards, countertops, sinks, microwaves and refrigerators	3	2	5
Staff washrooms	2 with showers	2	4 – 2 with showers
Client washrooms	3 – reception (2) & Access Centre (1)	1 – Access Centre	4
Separate 3-piece washroom	1	N/A	1
Janitorial Room with sink	1	1	2
Total # of toilets	19	7	26
Total # of sinks	21	10	31
Total # of showers	3	N/A	3
Garbage containers – 30" x 30"	12	6	18
Garbage containers – 22 x 24"	226	42	268
Recycling bins	14	2	16
Large capacity recycling totes located outside for curbside pick-up	3	3	6
Large capacity containers located in the kitchen	N/A	2	2

2.5. Scope of Work

The following minimum specifications shall apply	Offices / Public Areas	Washrooms	Non-office Areas	Kitchen / Cafeteria	Garbage / Recycling	Agency Vehicles
Empty waste/recycle bins and damp wipe interiors and exteriors of cans	D	D	D	D		
Empty, damp wipe ashtray (outdoors)	W					
Dust table tops and desks	W		W			
Dust horizontal surfaces of furniture and equipment within each	W	W	W	W		
Dust high horizontal surfaces	Q	Q	Q	Q		
Dust vertical surfaces of furniture and wall hangings	BM		BM	BM		
Dust leather and vinyl furniture	BM		BM			
Dust / Wipe clean window coverings	M		M			
Vacuum window coverings	Q		Q			
Wipe clean leather and vinyl furniture	M		M			
Wipe clean window sills and heating units	W		W			
Whisk upholstered fabric furniture	M		M			
Vacuum upholstered fabric furniture	Q		Q			
All partitions cleaned	M					
Wipe clean scuffs and polish door kick plates	M	M				
Wipe clean finger marks from around door frames and light switches	W	W	W	W		
Wipe clean smudges, finger marks, and stains from all entrance doors, lobby walls and glass	TD		D	D		
Wash Exterior Windows	A					
Wipe clean scuff marks from baseboards and walls	M	M	M	M		
Damp mop spillage and stains from resilient tiled floors	D	D	D	D		
Sweep non-carpeted floors with dust control treated dust mop	D	D	D	D		
Wash & Scrub non-carpeted floors	M	M	M	M		
Sweep exterior stairways			W			
Spray buff and/or treat non-carpeted floors	BM		BM	BM		

Vacuum Door Mats & Gratings			D			
Remove, wash & return door mats & gratings			SA			
Vacuum all areas including under desks and hard to reach areas	D		D			
Spot removal of accidental stains on carpet	D		D			
Complete Carpet Cleaning	SA		SA			
Strip and wax vinyl composite tile flooring	A		A	A		
Disinfect all surfaces on handrails, door handles, push plates, etc.	D	D	D	D		
Polish exterior metal handrails			M			
Disinfect all doors, remove smudges		D				
Wipe clean all mirrors, vanities, plumbing fixtures, dispensers, receptacles and all metal surfaces		D				
The following minimum specifications shall apply	Offices / Public Areas	Washrooms	Non-office Areas	Kitchen / Cafeteria	Garbage / Recycling	Agency Vehicles
Wipe clean and sanitize with germicidal detergent all wash basins, toilet bowls (interior & exterior), seats and urinals		TD				
Wipe clean toilet compartment partition walls		D				
Wash with germicidal cleaner all urinal partitions/walls		D				
Wipe clean all walls within reach and remove all splashes		D				
Empty and wipe clean waste receptacles and sanitary napkin disposal units		D				
Refill dispensers – paper towel, toilet paper, soap		TD				
Sweep, wash & disinfect tile floors		D				
Scrub grout creases and tiles to luster finish		SA				
Scrub, disinfect and dust other surfaces such as walls, exhaust vents, diffusers		Q				
Disinfect and polish bright work plumbing		TD				
To prevent stain and scale build-up in the traps and piping of toilets and urinals, will regularly wash down each fixture with an effective raw bowl cleaning chemical, making certain to neutralize any injurious effect such chemicals may have on the metal finishes of the fixtures		W				

All cleaning closets, janitorial rooms, shelves and equipment are to be maintained in clean, tidy, operational condition			TD			
All accumulation of waste resulting from the building operation is to be carefully separated in accordance with KHCAS recycling arrangements and moved to the designated areas					D	
Take recycle totes to street for City pick-up on designated pick-up day					W	
Wipe clean wash light fixtures, lenses and reflectors	SA	SA	SA	SA		
Wipe clean cupboards and disinfect handles				W		
Wipe clean and disinfect countertops and tabletops		D		D		
Sink – wash with germicidal disinfectant, polish chrome/faucets		D		D		
Refrigerators – wipe clean with appropriate disinfectant, remove expired contents, deodorize				M		
Microwaves – wipe clean the insides and touch pads				D		
Dust / spot clean all horizontal and vertical surfaces				TD		
Wash and disinfecting of toys in the Reception Area			W			

TD – Twice Daily

D – Daily

W – Weekly

BM – Bi-Monthly

M - Monthly

Q - Quarterly

SA – Semi-annual

A – Annual

3. PART 3 – EVALUATION OF PROPOSALS

3.1. Stages of Proposal Evaluation

3.1.1. Stage I – Compliance with Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals, which do not comply with all the mandatory requirements will be disqualified and not evaluated further.

3.1.2. Stage II – Evaluation of Proposal Documents and Samples

Stage II will consist of a scoring by KHCAS of each qualified proposal based on the rated criteria determined as follows:

Rated Criteria Category	Weighting (Points)
Evaluation of Business Case	45 points
Quality of materials	15 points
References provided	10 points
Total points possible	70 points

3.1.3. Stage III – Evaluation of Pricing

Upon completion of Stage II for all proponents, the sealed pricing envelope provided by each proponent will then be opened.

Each proponent will receive a percentage of the total possible points **(30 points)**, allocated to price by dividing that proponent's price into the lowest bid. For example, if the lowest bid price is \$500.00, that proponent receives 100% of the possible points ($500/500=100\%$), a proponent who bids \$750.00 receives 67% of the possible points ($500/750=67\%$) and a proponent who bids \$1000.00 receives 50% of the possible points ($500/1000=50\%$)

3.1.4. Cumulative Score

After Stage III, scores will be tallied. The highest scoring proponent will be selected to enter into the Form of Agreement attached as Appendix A to this RFP in accordance with Part 4. In the event of a high score tie involving the incumbent, the contract will be awarded to the incumbent. In other cases, tie scores will be broken using a coin toss.

3.2. Stage I – Mandatory Requirements

The following **mandatory** documents must be completed and inserted in the proposal:

- a) A Certificate of insurance as described in Appendix A
- b) Signed Statement by the Proponent (Appendix C)
- c) Signed Declaration of No-Conflict of Interest (Appendix D)
- d) Completed Reference Form (Appendix E)
- e) Accessible Customer Service Training (Appendix I)

Other than completing the forms, the proponent may not alter the content of these documents. In doing so, the proponent may be disqualified.

It is **mandatory** that the proponent is in good standing with the Workplace Safety and Insurance Board of Ontario. The proponent shall provide the Society with its WSIB registration number.

It is **mandatory** that Samples of Products / Chemicals including MSDS sheets must be provided. All products must be in compliance of the Society's Scent Safe Workplace Policy.

It is **mandatory** that documents shall be prepared in English.

It is **mandatory** that each proponent attend a site visit. Proponents shall contact Rob Irwin by telephone at 705-743-9751 x 1288 to schedule a site visit. No more than one representative from each proponent will attend the site visit.

It is **mandatory** that each proponent provide its bid package in one container as follows:

1. Signed mandatory documents and three copies of the business case in a sealed envelope
2. A separate sealed envelope with Appendix B (Form of Offer)
3. A container with samples of all materials to be provided including MSDS (Material Safety Data Sheet) required for WHMIS (Workplace Hazardous Material Information System) compliance

The container should be submitted with a Return Submission Label (Appendix F) clearly attached to the outside of each.

3.3. Stage II - Business Case

A proponent will provide information to support their qualifications. Without limiting the generality of the foregoing, a proponent will need to describe:

- a) Experience in working with customers with similar sized premises and the challenges, if any, encountered
- b) Experience in working with non-profit entities
- c) Unique opportunities and challenges which may be posed in working with a child welfare agency
- d) Service philosophy
- e) Methodology for completing ongoing work (i.e. a work plan) including proposed timeframes and staffing levels for each office to complete work in a timely manner
- f) Policy and practice of bonding workers
- g) Quality assurance mechanisms to ensure service provided is as agreed, on time and represents value for money
- h) The capacity of their organization to undertake the additional work outlined in this RFP
- i) Mechanisms in place to ensure workers are adequately trained and supervised to perform to Customer standards
- j) The resource planning policies (i.e. to cope with employee absences while maintaining service levels to customers).
- k) Mechanisms and policies in place to resolve conflicts with customers, should they arise
- l) Response times for special work
- m) Expected requirements of Society personnel
- n) List of equipment and materials expected to be provided by the proponent for completion of service described
- o) Evidence of Business Stability

3.4. Form of Offer (Appendix B)

a) Pricing

All entries on the Form of Offer must be in ink

All pricing will be in Canadian Dollars and shall be all inclusive except for Harmonized Sales Tax (HST) which must be separately identified on the form.

b) Conflict of Interest

In addition to the other information and representations made by each proponent in the Form of Offer, each proponent must declare it has no Conflict of Interest.

If, at the sole and absolute discretion of KHCAS, the proponent is found to be in Conflict of Interest, KHCAS may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the proponent.

KHCAS has defined that an individual who is currently receiving services of the Society or who has received services within the preceding twelve months is in a conflict of interest. We have further defined that any individual who has outstanding litigation with the Society is in a conflict of interest. It is the responsibility of the proponent to ensure that any individual representing the proponent who may have contact with Society staff or premises does not have a conflict of interest with the Society.

4. PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1. General Information and Instructions

4.1.1. Expected Timetable

- Date of Issue: Tuesday, October 13, 2020
- Scheduled MANDATORY Site Tours - Wednesday, October 21, 2020 **OR**
Thursday October 22, 2020
Lobby -1100 Chemong Road, Peterborough, ON – 8:00am (Local time)
Lobby – 42 Victoria Ave. N. Lindsay, ON – 1:30pm (Local time)

The scheduled MANDATORY site tours will be the only opportunity for proponents to view the premises.

- Proponent's deadline for questions Tuesday, October 27, 2020
3:00 pm Peterborough, ON (Local time)
- Closing Date Tuesday, November 10, 2020
3:00 pm Peterborough, ON (Local time)

The RFP timetable is tentative and may be changed by KHCAS in its sole discretion at any time prior to the proposal submission deadline.

4.1.2. Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.3. Proponents to Obtain RFP through KHCAS Website

This RFP is available through KHCAS Website – www.khcas.on.ca

4.1.4. KHCAS Information in RFP Only an Estimate

KHCAS and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work.

It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

4.1.5. Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal including costs to attend site visits and to provide material samples.

4.2. Communication After Issuance of RFP**4.2.1. Proponents to Review RFP**

Proponents shall promptly examine all the documents comprising this RFP and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by e-mail on or before the Proponent's Deadline for Questions to the KHCAS contact set out at Section 1.4 of this RFP. All questions submitted by proponents by e-mail to the KHCAS Contact shall be deemed to be received once the e-mail has entered the KHCAS Contact's e-mail inbox. No such communications are to be directed to anyone other than the KHCAS Contact. KHCAS is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the proponent to seek clarification from the KHCAS Contact on any matter it considers to be unclear. KHCAS shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

4.2.2. All New Information to Proponents by way of Addenda on KHCAS Website – www.khcas.on.ca

This RFP may only be amended by an addendum in accordance with this section. If KHCAS, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda by way of KHCAS Website (www.khcas.on.ca). Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the KHCAS. In the space provided in the Form of Offer, proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

4.2.3. Post-Deadline Addenda and Extension of Closing Date

If any addendum is issued after the Deadline for Issuing Addenda, KHCAS may at its discretion extend the Closing Date for a reasonable amount of time.

4.3 Submission of Proposals

4.3.1. Proposals Submitted Only in Prescribed Manner

Proposals must be submitted as described in Section 3.2

Proposals submitted in any other manner may be disqualified.

4.3.2. Proposals Must Be Submitted on Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the closing date and time. Proposals submitted after this point in time will be deemed late, disqualified and returned to the proponent. For the purpose of calculating time, the KHCAS clock at the prescribed location for submission shall govern.

4.3.3. Amending or Withdrawing Proposals Prior to Closing Date

At any time prior to the Closing Date, a proponent may amend or withdraw a submitted proposal. The right of proponents to amend or withdraw includes amendments or withdrawals wholly initiated by proponents and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the proposal the amendment is intending to replace.

A notice of amendment or withdrawal must be sent to the address set out on the Proposal Return Label prior to the Proposal Submission Deadline and must be signed by an authorized representative. KHCAS is under no obligation to return amended or withdrawn proposals.

4.3.4. Proposal Irrevocable after Closing Date

Proposals shall remain irrevocable in the form submitted by the proponent for a period of one hundred and twenty (120) days running from the moment that the Proposal Submission Deadline has lapsed.

4.3.5. KHCAS May Seek Clarification and Incorporate Response into Proposal

KHCAS reserves the right to seek clarification and supplementary information relating to the clarification from proponents after the Closing Date. The response received by KHCAS from a proponent shall, if accepted by KHCAS, form an integral part of that proponent's proposal. KHCAS reserves the right to interview any or all proponents to obtain information about or clarification of their proposals. Should KHCAS receive information at any stage of the evaluation process which results in earlier information provided by the proponent being deemed by the KHCAS to be inaccurate, incomplete or misleading, KHCAS reserves the right to revisit the proponent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

4.3.6. RFP Incorporated into Proposal

All the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. If a contract is awarded, it shall consist of, and have priority in the following order: 1) The Agreement/Contract, 2) The RFP and 3) The Proponent's Proposal.

4.3.7. No Incorporation by Reference by Proponent

The entire content of the proponent's proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.3.8. Proposal to be Retained by KHCAS

KHCAS will not return the proposal or any accompanying documentation submitted by a proponent.

4.3.9. Consent to Release Information

Where an award is made, the proponent agrees and consents to the publishing and disclosure of the proponent's name and the amount of the award.

4.4 Execution of Agreement, Notification and Debriefing**4.4.1. Selection of Proponent**

KHCAS anticipates an award will be made within ten (10) calendar days of the Closing Date. Notice of selection by KHCAS to the selected proponent will be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within three business (3) days of notice of selection. This provision is solely to the benefit of KHCAS and may be waived by KHCAS at its sole discretion.

KHCAS acknowledges the need to add transaction-specific details to Schedule 1 of the Form of Agreement but KHCAS will not otherwise make material changes to the Form of Agreement.

Proponents are reminded that there is a process to submit questions. KHCAS will consider such requests for clarification in accordance with Section 4.2.1 of the RFP.

4.4.2. Failure to Enter into An Agreement

In addition to all KHCAS's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within three business (3) days of notice of selection, KHCAS may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent. Should the Society award a contract to a proponent in substantially the form of agreement appended hereto and should that proponent fail to execute or refuse to execute

the agreement within the allotted time, the proponent will forfeit its bid deposit without recourse.

4.4.3. Notification to Other Proponents of Outcome of Procurement Process

If the Society enters into an agreement arising from this RFP process, all unsuccessful proponents will be notified by KHCAS in writing of the outcome of the procurement process, including the name of the successful proponent and the award.

4.4.4. Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to KHCAS Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session to provide information not bid specific on the selection process. Any debriefing provided is not for providing an opportunity to challenge the procurement process.

4.4.5. Bid Dispute

An unsuccessful proponent may dispute the process as not being open and fair, by lodging a written complaint with the Manager of Finance within 72 hours of being notified of the results. The complaint must contain specifics of the violation(s) of open and fair practices.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1. Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer.

4.5.2. Proponent Not to Communicate With Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of KHCAS.

4.5.3. Confidential Information of KHCAS

All information provided by or obtained from KHCAS in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of KHCAS and must be treated as confidential;

- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from KHCAS; and
- (d) shall be returned by the proponents to KHCAS immediately upon the request of KHCAS.

4.5.4. Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, applies to information provided to KHCAS by a proponent. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by KHCAS. The confidentiality of such information will be maintained by KHCAS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to KHCAS advisers retained for the purpose of evaluating or participating in the evaluation of their proposals.

By submitting any Personal Information requested in this RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful proponent to provide the Deliverables, such information may be used by KHCAS to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only paragraph of the Form of Agreement. If a proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the KHCAS Contact in accordance with the Bidders to Review RFP section.

4.6 Reserved Rights and Governing Law

4.6.1. Reserved Rights of KHCAS

KHCAS reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) assess a proponent's proposal on the basis of:
 - information provided by references;
 - the proponent's past performance as provided by references
 - the information provided by a proponent pursuant to KHCAS exercising its clarification rights under this RFP process; or
 - other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- (e) verify with any proponent or with a third party any information set out in a proposal;
- (f) check references other than those provided by any proponent;
- (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) select any proponent other than the proponent whose proposal reflects the lowest cost to KHCAS or the highest score;
- (k) cancel this RFP process at any stage;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (m) accept any proposal in whole or in part; or
- (n) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and KHCAS shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any

third party resulting from KHCAS exercising any of its express or implied rights under this RFP.

By submitting its proposal, the proponent authorizes the collection by KHCAS of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

Any proposal in whole or in part may not necessarily be accepted.

The Kawartha-Haliburton Children's Aid Society shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.

4.6.2. Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A
Kawartha Haliburton Children’s Aid Society
Cleaning Services
RFP# P-2020-01

ANTICIPATED FORM OF AGREEMENT

A G R E E M E N T made this _____ day of _____, 2020

B E T W E E N:

THE KAWARTHA –HALIBURTON CHILDREN’S AID SOCIETY

(The "Society")

And

INSERT NAME OF SERVICE PROVIDER

(The "Contractor")

WHEREAS the Society has accepted the Proposal submitted by the Contractor dated _____ 2020, to provide Cleaning Services for the Premises described as

Peterborough Office - 1100 Chemong Road, Peterborough, ON; and/or

Lindsay Office - 42 Victoria Avenue North, City of Kawartha Lakes, ON; and/or

in the Request for Proposal No. **P-2020-01**, which is attached hereto as Schedule 1. (hereinafter referred to as the "RFP");

AND WHEREAS the Contractor agrees to provide the said Cleaning Services in accordance with the terms, conditions of the RFP and their proposal submitted in response to the RFP.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

Contract Documents – means, the RFP, all addenda issued, the Contractor’s Proposal, and this Agreement.

Facilities – means the Society property situated at 1100 Chemong Road, Peterborough, and/or 42 Victoria Avenue North, City of Kawartha Lakes.

TERMS AND CONDITIONS

1. The Contractor shall provide and supply the materials, equipment and services as outlined and specified in the RFP and the Contractor’s proposal submitted to the Society.
2. The Contractor shall be responsible for supplying all cleaning equipment and materials for the due execution of the Work. The Contractor shall use only approved equipment and laboratory-tested materials of the highest quality.
3. The RFP, all addenda issued, the Contractor’s Proposal, and this Contract and all the terms and conditions contained therein constitute the Contract Documents.

4. DURATION

The Contract shall continue in force for a period of three (3) years, commencing on or about January 1, 2020, and expiring on December 31, 2022. The Society may at its sole discretion exercise an option to extend the Contract for a further two (2) year period, until December 31, 2024, provided that:

- a) the Contractor is not in breach of any of their obligations contained in the Contract Documents;
- b) Society staff obtain budget funds to extend the Contract;
- c) the Contractor can meet any change in the Society’s requirements concerning the services contracted for;
- d) the Contractor has consistently maintained an acceptable level of service; and
- e) the parties agree on the rate of compensation for the fourth and fifth year. If the Society exercises its option under this Article, it shall use its best efforts to inform the Contractor at least ninety (90) calendar days before December 31, 2022.

5. PAYMENT

The Society shall pay compensation to the Contractor for the performance of the Work specified in the Contract Documents. The Contractor agrees to receive payment by way of electronic transfer of funds and will provide the Society with all necessary information to effect this mode of payment. Any change of bank information will be communicated in writing to the Society’s Supervisor of Financial Services 5 business days in advance of the effective date of such change. All financial transactions involving the

parties of this agreement will take place in Canadian Dollars (CAD). The payment schedule for services involving this agreement will be as follows:

- a) During the year commencing on January 1, 2020 to December 31, 2020 the amount of \$---,---,---, payable in equal monthly installments of \$--, ----,-- per month, plus HST;
- b) During the year commencing on January 1, 2021 to December 31, 2021 the amount of \$---,---,---, payable in equal monthly installments of \$--, ----,-- per month, plus HST;
- c) During the year commencing on January 1, 2022 to December 31, 2022 the amount of \$---,---,---, payable in equal monthly installments of \$--, ----,-- per month, plus HST;

Payment shall occur within 10 business days of receipt of the Contractor's Invoice. Invoicing shall be prepared by the Contractor and delivered to the Accounting Department of the Society monthly, not in advance of providing the services described in this agreement.

6. **TERMINATION**

The Society shall have the right to terminate the Contract forthwith and without penalty, upon written notice to the Contractor, in the event that:

- a) The Contractor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Contractor, or if a receiver is appointed on account of the Contractor's insolvency; or
- b) The Contractor or its employees providing service to the Society are convicted of an offence which results in negative publicity or, in the sole opinion of the Society, may adversely impact the reputation of the Society in the community
- c) The Contractor refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract, or they fail to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities, including federal, provincial and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the Contract or the conduct of the Contractor's business; or
- d) The Contractor fails to institute appropriate corrective action forthwith after verbal notification by the Society (which shall be confirmed subsequently in writing) of any failure on the part of the Contractor to comply with the terms and specifications of the Contract; or
- e) If the Work performed is not satisfactory; or
- f) If delivery requirements are not met; or
- g) If the invoiced amounts do not match the quoted prices.

In assessing the performance of the Contractor in relation to the matters referred to above the Contractor agrees that the decision of the Society's Property Supervisor shall be final and unequivocal.

Forthwith, upon the termination of this Contract, for any reason, the parties shall take the following steps:

- a) All collections or unfulfilled service shall be appropriately adjusted, and all steps shall be taken to perform all uncompleted work and collect all outstanding accounts; and
- b) The Contractor shall provide to the Society all of their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

7. LEGAL REQUIREMENTS

The Contractor warrants that it possesses and will maintain in good standing all permits and licenses necessary to provide the service to the Society describe herein. The Contractor agrees that all services will be conducted in a manner which complies with all statutes, ordinances and laws. Notwithstanding the generality of the foregoing, the Contractor agrees to observe all relevant provisions of the following statutes:

Environmental Protection Act (Ontario)	The Excise Tax Act
Personal Health Information Protection Act (PHIPA)	The Income Tax Act
Occupational Health and Safety Act (Ontario),	Pay Equity Act (Ontario)
Employee Standards Act (Ontario)	Ontario Human Rights Code
Labour Relations Act (Ontario)	
Accessibility Act for Ontarians With Disabilities Act (AODA)	
Workplace Safety and Insurance Board of Canada (WSIB)	

8. SERVICES TO BE PROVIDED

The services to be provided are outlined in Schedule 1 of this agreement. From time to time the needs of the Society may change and such changes shall be accounted for in the manner described in Paragraph 10.

9. CANCELLATION OF CONTRACT

The Society reserves the right to cancel any resulting Contract, due to non-performance or abandonment of any kind, with thirty (30) days written notice. Should non-performance involve any issues regarding the health and safety of staff on site, the Contract may be cancelled immediately, without notice, in its entirety, and at the sole discretion of the Society. The Society may also cancel the Contract without cause, by means of a thirty (30) day advance written notice.

Under this provision, the Society may seek to mitigate its exposure by engaging the services of another supplier and the Society is entitled to recover any loss or damage from the Contractor arising from its efforts to mitigate.

In the event that this Contract is terminated pursuant to this provision, the amount of any loss or damage suffered by the Society by reason of the non-completion of the Work shall be payable by the Contractor to the Society.

10. CHANGES TO WORK WHEN CONTRACT UNDERWAY

No deviation from the specifications shall be made by the Contractor in the execution of the Contract, without the written approval of the Society. The Society will not pay the Contractor any amounts over and above the tendered amount unless the Society and the Contractor agree to a price change as the result of changes in the Work required, and before the additional Work is undertaken. The Contractor shall furnish a complete breakdown of any costs beyond the Tender submission amount to support the additional amount.

No deviation from the specifications as set out in this Contract shall be made by the Contractor in the performance of this Contract, except that the parties hereto may at any time, and from time to time, alter or vary the specifications and the price to be paid by the Society for the services to be performed hereunder, but no such change shall be binding on either party hereto unless in writing and executed by the parties.

OBLIGATIONS OF THE CONTRACTOR:

11. GENERAL

The Contractor shall employ only orderly, competent and skillful workers to do the Work herein, and the Contractor's employees shall be bonded. A Fidelity Bond shall be provided and shall be fully covered in accordance with the *Workplace Safety and Insurance Act*.

12. SUPERVISION

All workers performing services on behalf of the Contractor shall be adequately trained and properly supervised by the Contractor. The Contractor shall be responsible for and shall give adequate attention to the faithful performance of all matters pursuant to this Contract and, in addition to the protection provided, the Contractor shall indemnify and save harmless the Society from all suits and actions for damages and costs to which the Society might be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or omissions of the Contractor in the performance of this Work.

13. INSURANCE

Without restricting the generality of the section on Indemnification, the Contractor shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario.

a) Commercial General Liability Insurance

Commercial General Liability insurance shall include as an Additional Insured, the Agency, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use thereof. Where such policies have aggregates, the minimum acceptable aggregates shall be \$10 million (\$10,000,000.00) each for the General Aggregate and Products & Completed Operations aggregate. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage (24 months) and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The Agency shall accept in place of the above mentioned insurance coverage, limits of \$1 or \$2 million (\$1,000,000.00 OR \$2,000,000.00) inclusive per occurrence in primary CGL insurance and \$4 or \$3 million (\$4,000,000.00 OR \$3,000,000.00) in Excess Liability of Umbrella Liability insurance with aggregates for each policy to provide the minimum coverage and limits as noted above.

b) Environmental Impairment Liability – a rider should be included

The form of all insurance to be provided therein, shall be maintained continuously from either the commencement of the services or the signing of this agreement, whichever is sooner. The policies shall be endorsed to provide the Agency with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

All of the above Insurance is to be outlined on a standard Broker Insurance Certificate.

14. **INDEMNIFICATION**

The Contactor will always indemnify and keep indemnified the Society, its agents and employees, against all actions, suits, claims and demands, which may be brought against or made upon the Society, its agents and employees against all losses, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the Society, its agents or employees by reason of the errors or omissions of the Contractor.

15. **CO-OPERATION IN SETTLEMENT OF CLAIMS**

The Contractor hereby grants to the Society full power and authority to settle any action, suit, claim and demand on such terms as the Society may deem advisable and hereby covenants and agrees with the Society to pay the Society on demand all monies paid by the Society in pursuance of such settlement, and also such sum as shall represent the reasonable costs of the Society, or its Solicitor, in defending, or settling, any such action, suit, claim or demand, and this Contract shall not be alleged as a defense by the Contactor in any action by any person for actual damage suffered by reason arising from the errors or omissions of the Contractor.

16. **NO ASSIGNMENT**

This Contract shall not be assignable by the Contractor, but may be assigned by the Society upon written notice to the Contractor

17. **CONFIDENTIALITY**

In the course of providing services to the Society, the Contractor and those in the service of the Contractor may have access to the premises of the Society at times when no employees of the Society may be present. Neither the contractor nor those in its service will attempt to access the electronic information systems of the Society and any such attempt will terminate the contract immediately and may result in claims against the Contractor for damages. In the course of providing services to the Society, the Contractor and those providing services to the Society may become aware of information concerning Society operations or information regarding clients of the Society. All such information, which is not in the public domain, shall be considered confidential both during and after the term of this agreement. Should the Contractor or those providing service to the Contractor become aware of confidential information to which they were unintentionally exposed and should bring such unintended exposure to the attention of the Director of Finance.

18. **STAFFING**

The Contractor recognizes the sensitive and risky nature of the services provided by the Society and its employees. The Contractor accepts the need for the Society to closely guard access of individuals to Society premises and staff. For this reason, the Contractor will accede to any request from the Society to reassign staff who have access to the Society's premises. The Contractor will ensure all person's engaged with access to the Society will have a clear criminal record check and clear vulnerable sector police check upon assignment to work at Society's premises and at least annually thereafter. The costs of such checks will be the responsibility of the Contractor. The Contractor and all persons employed by the Contractor performing services on the Society's premises will wear uniforms or some form of visible identification designating them as representative of the Contractor. The Contractor shall collect all such material from employees who leave the service of the Contractor. A sample of the identification and any subsequent modification thereto will be provided by the Contractor to the Society. The cost of uniforms and/or identification will be borne by the Contractor. The Society will provide keyless access cards to the Contractor and its employees on a specific identification basis. The Contractor will immediately notify the Property Supervisor of the loss of any cards or the change in assignment of cards to Contractor's staff. Where required, the Society will replace up to 5 cards per annum at its expense. Thereafter, a charge of \$40 per card will be paid by the Contractor for additional cards and the Society may recover this cost through offset of payments made under this agreement.

19. **ACCESS TIMES**

To be determined

20. **CONFLICT OF INTEREST**

The Contractor warrants there is no conflict of interest between the Society and the Contractor or any of its representatives.

21. PROVIDING DOCUMENTATION

The Contractor will provide the Society with all documentation the Contractor is obliged to obtain or maintain under the terms of the contract within 2 business days of receiving a written request from the Society. The Society is funded by the Government of Ontario (the “Funder”). The Contractor agrees to provide the Society with any information, financial or otherwise requested by the Funder or its agents in the course of any audit or investigation deemed necessary by the Funder or to meet legislative requirements.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.
SIGNED, SEALED AND DELIVERED (In the presence of:

THE KAWARTHA – HALIBURTON CHILDREN’S AID SOCIETY

)
)
) Jennifer McLauchlan, Executive Director
)
)
) Joe Mahoney, Finance Manager
)

) INSERT NAME OF CONTRACTOR

)
)
) President
) I have authority to bind the Corporation

**Schedule 1
Services to be provided**

See the following sections in the Request for Proposal (RFP) document:

- 1.4 Definitions
- 2.4 Specifications
- 2.5 Scope of Work

APPENDIX B
Kawartha Haliburton Children's Aid Society
Cleaning Services
RFP# P-2020-01

FORM OF OFFER

I/WE the undersigned agree to supply and deliver **CLEANING SERVICES** – completed as per the attached RFP including all appendices for the price stated below to the Kawartha-Haliburton Children's Aid Society.

Component	Canadian Dollars								
	YEAR 1			YEAR 2			YEAR 3		
	Contract Price	HST	HST included Contract Price	Contract Price	HST	HST included Contract Price	Contract Price	HST	HST included Contract Price
Peterborough Office									
Lindsay Office									
Toy Cleaning									
Total									

KHCAS, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent if KHCAS determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

The anticipated start date for the contract is January 1, 2021.

We hereby certify that the information given in this RFP is correct and that if it is accepted, we will supply the Cleaning Services as described for the price quoted herein.

RECEIVED FROM	
Contract Service Provider	
Address:	
Phone Number:	
Authorized Representative:	
Title:	
Date:	
Signature	

APPENDIX C
Kawartha Haliburton Children’s Aid Society
Cleaning Services
RFP# P-2020-01

STATEMENT BY BIDDER

I/WE have read and understand all the terms and conditions of this RFP including all appendices.

I/We acknowledge that I/we have received Addenda numbered _____ to _____ inclusive, and the submitted proposal includes the provisions set out in such Addenda.

I/WE understand that if our proposal is successful, all requirements of the successful Proponent as outlined in this RFP will be completed by the time and in the format required.

I/We agree to the publication of the successful proponent’s name and award.

I/WE agree that by submitting a proposal, I/we represent that I/we read, understand and accept the terms and conditions of the RFP in full and confirm that it I/we prepared the proposal with reference to all the provisions of the Form of Agreement attached at Appendix A and have factored all the provisions of Appendix A, including insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Form of Offer.

Dated at _____ this _____ day of _____, 2020.

Signature of Authorized Person

Signature of Witness

Name (Please Print or Type)

Name (Please Print or Type)

Title

APPENDIX D
Kawartha Haliburton Children's Aid Society
Cleaning Services
RFP# P-2017-01

STATEMENT OF DECLARATION

AT LEAST ONE COMPLETED COPY OF THIS FORM MUST BE INCLUDED IN YOUR SUBMISSION

I/We, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.

I/We further declare that all statements, schedules and other information provided in this proposal submission are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We further declare that this bid is made without collusion, connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud. I/we understand that this may result in the rejection of the bid.

I/We further declare that no Society employee is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived there from.

I/We declare that to that the undersigned has no knowledge or belief a real or potential Conflict of Interest exists with respect to the submission of the proposal or performance of the contemplated contract. KHCAS may disqualify the proponent or terminate any contract awarded to that proponent pursuant to this procurement process.

I/We further declare that the undersigned is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate all matters with the Kawartha-Haliburton Children's Aid Society representatives, on behalf of the Proponent, relative to this RFP.

Bid Submitted by:

Address:

City: _____ Postal Code: _____

Signature: _____ Title: _____

Name (Please Print or Type): _____

Telephone # _____ Fax #: _____

Email Address _____

Date of Proposal: _____

APPENDIX E

Kawartha Haliburton Children's Aid Society Cleaning Services RFP# P-2020-01

REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services from the proponent in the last three (3) as those requested in this RFP.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX F
PROPOSAL RETURN LABEL
AFFIX THIS LABEL TO EACH OF YOUR 3 SUBMISSION PACKAGES

RFP# P-2020-01

RFP Title: Cleaning Services

PROPOSAL SUBMISSION DEADLINE:

Date: Tuesday, November 10, 2020 at 3:00pm Local time

Proponent to complete the following:
(Full Legal Name and Address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE #: _____

TO: Kawartha-Haliburton Children's Aid Society
Property Department
1100 Chemong Road
Peterborough, ON K9H 7S2

IMPORTANT INSTRUCTIONS:

Proposals must be submitted in sealed packages to the address indicated on the Proposal Return Label between the hours of 9:00 am and 5:00 pm (local time), Monday through Friday excluding Statutory Holidays), AND NO LATER THAN THE PROPOSAL SUBMISSION DEADLINE NOTED ABOVE.

The onus remains solely with the proponents to ensure deliveries arrive. Proponents assume sole responsibility for late deliveries.

Failure to affix this Label to your submission envelope/package may also result in submissions not being recognized as proposals. This could result in your proposal arriving late at the Property Department and will be deemed late and disqualified.

Proposals received by Fax or any other kind of electronic transmission will be rejected.

APPENDIX G

Kawartha-Haliburton Children's Aid Society

Human Resources

H08.11.13 - Health and Safety – Scent Safe Workplace

Operational Practices

The KHCAS recognizes that exposure to some scents and fragrances in the workplace can cause discomfort or negatively impact the health of sensitive individuals. It is the practice of the Agency, to the extent reasonably possible, that it is free of scents and odours that have a negative health impact on employees.

Definitions

Scents: any product or compound that can be smelled by others either at a distance or in close proximity to its source. Examples are, but not limited to, colognes, perfumes, after shave products, hand lotions, powders, deodorants, hair sprays, other hair products, and other personal products.

Negative health or comfort impact: the effect of smelling a scent creates a physical response that is sufficiently strong to negatively impact an employee's capacity to carry on with his/her duties. These adverse reactions include but are not limited to:

- headaches
- dizziness, lightheadedness
- nausea
- fatigue
- weakness
- insomnia
- malaise
- confusion
- loss of appetite
- depression
- anxiety
- numbness
- upper respiratory symptoms
- shortness of breath
- difficulty with concentration
- skin irritation.

Procedure

Medical evidence clearly shows that scented products are harmful to the health of sensitive individuals. In sufficient concentrations scented products may be harmful to those with allergies, environmental sensitivity or chronic heart or lung disease.

1. Staff, Volunteers and Foster Parents are not to use scents and fragrant products in the Agency, other than minimally scented or unscented personal care products listed above. The following products will be banned: plug-in air fresheners and other air fresheners, pot pourri, scented candles, or personal cleaning products. There will be occasion, where some scented products will be used by the agency. These products are intended to mask other objectionable odours for the purpose of improved environmental comfort. (i.e. washrooms).

2. Any employee with concerns about scents or other odours associated with the personal use of a scented products used while performing job duties should speak to the person who is using the scented product or their supervisor. Should the issue not be resolved at this point, the affected employee should contact the Health & Safety Committee to determine if there is an appropriate product substitution available or have the scent banned altogether. If at any time an employee has questions or need clarifications about this policy, they should contact the Health & Safety Committee.

Most Recently Approved:
Practice Date: November 21, 2007

APPENDIX H

Kawartha-Haliburton Children's Aid Society Human Resources

H08.11.12 - Smoking

Cross Reference: [Smoke-Free Ontario Act](#) (on and after May 31, 2006)

[Tobacco Control Act, 1994 \(Ontario\)](#) (until May 30, 2006)

[Smoking in the Workplace Act \(Ontario\)](#) (until May 30, 2006)

[Occupational Health and Safety Act \(Ontario\)](#)

[Non-smoker's Health Act \(Canada\)](#)

Municipal by-laws

Accreditation Standards: 8-11.1, 8-11.2 Page 1 of 1

Operational Practices

The KHCAS is under a general duty to protect the health and safety of their workers and clients, which includes exposure to second hand smoke. Provincially regulated employers are required to comply with the *Smoke-Free Ontario Act*. The intent of this Act is to discourage smoking in the workplace. As a means to protect a safe environment for our clients, the term “workplace” extends to our foster homes, access visits, both on and off site, smoking in front of a child, by parents, workers, volunteers, contract service providers, smoking in a car with a child, and buying and/or providing cigarettes to children receiving services from the Agency.

KHCAS is committed to promoting and protecting the health of its employees and clients. Accordingly, we promote and maintain a smoke-free workplace in accordance with provincial legislation.

Procedure

Smoking is not permitted on workplace property, inside the workplace, in agency vehicles, in foster homes, during access visits or while transporting a child. Smokers will ensure they do not block entrances to parking areas or cause any disruption or exposure to second hand smoke to those coming and going from the agency buildings.

This practice applies to all Agency staff and Board Members, the general public, clients, contract service providers acting on behalf of the Agency, volunteers, Foster parents and any visitors who may be on Agency property.

An employee who smokes on Agency property, including in the parking lot, is in contravention of this practice and will be required to comply immediately with this policy. Such employees may be subject to discipline.

In order to support employees who wish to quit smoking, the Agency benefit plan and Miscellaneous Health Benefit will provide smoking cessation resources to assist such efforts.

Responsibility

Management staff are responsible for ensuring the consistent administration of this practice. Direct supervisors of employees who violate the policy are responsible to initiate corrective action.

Employees are responsible for respecting this policy.

[Most Recently Approved](#)

[Practice Date: December 8, 2010](#)

APPENDIX I

**Kawartha Haliburton Children's Aid Society
Cleaning Services
RFP# P-2020-01**

**REPRESENTATION, WARRANTY AND
ACKNOWLEDGEMENT REGARDING
ACCESSIBLE CUSTOMER SERVICE TRAINING
REPRESENTATION AND WARRANTY**

I/We _____
Insert Company Name

Hereby represents and warrant that:

1. My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Kawartha-Haliburton Children's Aid Society, in accordance with the award of, and
2. The Accessible Customer Service Training provided will encompass the following training content:
 - a) A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
 - b) How to interact and communicate with people with various types of disability;
 - c) How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - d) How to use the equipment or assistive devices available on Society premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - e) What to do if a person with a particular type of disability is having difficulty accessing the Society's goods or services; and
 - f) The Society's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.

ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Society and as such I/We solemnly provide this representation and warranty as if it were given under oath.

Company Name

Signature(s)

Name(s)

Title(s)

Date

I/We HAVE THE AUTHORITY TO BIND THE COMPANY