**REQUEST FOR PROPOSALS**

**RFP 2023-PLR**

**PARKING LOT RESURFACING**

**Issue Date:** Friday, August 25, 2023

**Closing Date:** Friday, September 15, 2023, at 3:00pm local time

**Submit to:** Kawartha-Haliburton Children’s Aid Society

 Attention: Joe Mahoney

 1100 Chemong Road

 Peterborough, Ontario K9H 7S2

 Or by email to:

 joe.mahoney@khcas.on.ca

**Scheduled MANDATORY Site Tours:**

1. Peterborough Office Lobby (1100 Chemong Road, Peterborough, Ontario)

1. Lindsay Office Lobby (42 Victoria Avenue North, Lindsay, Ontario)

Potential Bidders **must provide contact information to Kawartha Haliburton Children’s Aid Society (email to joe.mahoney@khcas.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. **Invitation to Proponents**

The Kawartha-Haliburton Children’s Aid Society (hereinafter called “KHCAS” or “the Society”) invites proposals for the delivery of **Parking Lot Resurfacing**, 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”..

* 1. **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 Community, Children and Social Service (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. **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 agreement must be executed as soon as possible and in consultation with the Property Supervisor. The anticipated start date for the contract is October 2023.

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. **Definitions**

“RFP” means the Request for Proposals for Parking Lot Resurfacing, reference number RFP 2023-PLR 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: joe.mahoney@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.

1. **PART 2 – THE DELIVERABLES**
	1. **Location**

The Kawartha-Haliburton Children’s Aid Society is seeking proposals for the removal and replacement of Parking Lot materials for the purposes of resurfacing, for our offices located at 1100 Chemong Road, Peterborough, Ontario and 42 Victoria Avenue North, Lindsay, Ontario.

* 1. **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. Please note that KHCAS has ‘NO-Scent’ and ‘Smoke-Free Environment’ policies.

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

Minimum direct on-site supervision of three (3) hours per day is required. Meetings between KHCAS and the successful proponent for the purposes of performance review will take place at minimum weekly.

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.

* 1. **Scope of Work**

For both the Peterborough (1100 Chemong Road) and Lindsay (42 Victoria Avenue North) Offices:

1. Removal of existing concrete curbs and safely stored for repurposing.
2. Removal of layers of asphalt, down to the gravel base.
3. Clean up and disposal of waste asphalt.
4. Regrading and levelling of ground.
5. Installation of base lift layer of HL8, not less than 2.5” thick
6. Installation of top lift layer HL3 48, not less than 2” thick.
7. Replacement of concrete curbs, as noted above.
8. Line painting for parking use.
9. **PART 3 – EVALUATION OF PROPOSALS**
	1. **Stages of Proposal Evaluation**
		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.

* + 1. **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** |

* + 1. **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%)

* + 1. **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, tie scores will be broken using a coin toss.

* 1. **Stage I – Mandatory Requirements**

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

A Certificate of insurance as described in Appendix A

Signed Statement by the Proponent (Appendix C)

Signed Declaration of No-Conflict of Interest (Appendix D)

Completed Reference Form (Appendix 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 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 two representatives 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 two copies of the business case in a sealed envelope
2. A separate sealed envelope with Appendix B (Form of Offer)
	1. **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:

* + - 1. Experience in working with customers with similar sized premises and the challenges, if any, encountered
			2. Experience in working with non-profit entities
			3. Service philosophy
			4. 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
			5. Policy and practice of bonding workers
			6. Quality assurance mechanisms to ensure service provided is as agreed, on time and represents value for money
			7. The capacity of their organization to undertake the additional work outlined in this RFP
			8. Mechanisms in place to ensure workers are adequately trained and supervised to perform to Customer standards
			9. The resource planning policies (i.e. to cope with employee absences while maintaining service levels to customers).
			10. Mechanisms and policies in place to resolve conflicts with customers, should they arise
			11. Expected requirements of Society personnel
			12. List of equipment and materials expected to be provided by the proponent for completion of service described
			13. Evidence of Business Stability
	1. **Form of Offer (Appendix B)**
		+ 1. **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.

* + - 1. **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.

1. **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**
	1. **General Information and Instructions**
		1. **Expected Timetable**
			* + Date of Issue: Friday, August 25, 2023
				+ Scheduled MANDATORY Site Tours - Wednesday, September 6, 2023 OR Thursday September 7, 2023

Lobby -1100 Chemong Road, Peterborough, ON – 9:00am (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, September 12, 2023

4:00 pm Peterborough, ON (Local time)

* + - * + Closing Date Friday, September 15, 2023

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.

### 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.

* + 1. **Proponents to Obtain RFP through KHCAS Website**

This RFP is available through KHCAS Website – [www.khcas.on.ca](http://www.khcas.on.ca)

### 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.

### 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.

* 1. **Communication After Issuance of RFP**

### Proponents to Review RFP

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

1. shall report any errors, omissions or ambiguities; and
2. 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.

### All New Information to Proponents by way of Addenda on KHCAS Website – [www.khcas.on.ca](http://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.

### 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

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### Proposal to be Retained by KHCAS

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

* + 1. **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

### 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.

### 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.

### 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.

### 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.

### Bid Dispute

An unsuccessful proponent may dispute the process as not being open and fair, by lodging a written complaint with the Director 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

### 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.

### 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.

### 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:

1. is the sole property of KHCAS and must be treated as confidential;
2. is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
3. must not be disclosed without prior written authorization from KHCAS; and
4. shall be returned by the proponents to KHCAS immediately upon the request of KHCAS.

### 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

### Reserved Rights of KHCAS

KHCAS reserves the right to:

1. make public the names of any or all proponents;
2. 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;
3. 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;
1. waive formalities and accept proposals which substantially comply with the requirements of this RFP;
2. verify with any proponent or with a third party any information set out in a proposal;
3. check references other than those provided by any proponent;
4. disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
5. disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
6. 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;
7. select any proponent other than the proponent whose proposal reflects the lowest cost to KHCAS or the highest score;
8. cancel this RFP process at any stage;
9. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
10. accept any proposal in whole or in part; or
11. 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.

### 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**

**Parking Lot Resurfacing**

**RFP 2023-PLR**

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**ANTICIPATED FORM OF AGREEMENT**

**A G R E E M E N T** made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023, to provide Parking Lot Resurfacing 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. **RFP 2023-PLR,** which is attached hereto as Schedule 1. (hereinafter referred to as the “RFP”);

**AND WHEREAS** the Contractor agrees to provide the said Parking lot Resurfacing 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 equipment and materials for the due execution of the Work. The Contactor shall use only approved equipment and 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 as negotiated with the property supervisor

1. **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 shall be within 30 days of receipt for the invoice, following satisfactory completion of the work noted in the RFP. Invoicing shall be prepared by the Contactor and delivered to the Accounting Department of the Society, not in advance of providing the services described in this agreement.

1. **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:

1. 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
2. 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
3. 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
4. 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
5. If the Work performed is not satisfactory; or
6. If delivery requirements are not met; or
7. If the invoiced amount does not match the quoted price.

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:

1. 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
2. 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.
3. **LEGAL REQUIREMENTS**

The Contactor 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:

1. Environmental Protection Act (Ontario) The Excise Tax Act
2. Personal Health Information Protection Act (PHIPA) The Income Tax Act
3. Occupational Health and Safety Act (Ontario), Pay Equity Act (Ontario)
4. Employee Standards Act (Ontario) Ontario Human Rights Code
5. Labour Relations Act (Ontario)
6. Accessibility Act for Ontarians With Disabilities Act (AODA)
7. 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.

1. **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.

1. **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:**

1. **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***.

1. **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.

1. **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.

1. 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.

1. 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 outlinedon a standard Broker Insurance Certificate.

1. **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.

1. **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.

1. **NO ASSIGNMENT**

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

1. **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 in 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.

1. **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 records 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.

1. **CONFLICT OF INTEREST**

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

1. **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

)

)

)

) **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**

**Parking Lot Resurfacing**

**RFP 2023-PLR**

**FORM OF OFFER**

I/WE the undersigned agree to supply and deliver **PARKING LOT RESURFACING 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** |
|  |
| **Contract****Price** | **HST** | **HST included Contract Price** |
| **Peterborough Office** |  |  |  |
| **Lindsay Office** |  |  |  |
| **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 October 2023.**

|  |
| --- |
| **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**

**Parking Lot Resurfacing**

**RFP 2023-PLR**

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**

**Parking Lot Resurfacing**

**RFP 2023-PLR**

**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**

**Parking Lot Resurfacing**

**RFP 2023-PLR**

**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 2 SUBMISSION PACKAGES

 **RFP 2023-PLR**

 **RFP Title: Parking Lot Resurfacing**

Proponent to complete the following: **PROPOSAL SUBMISSION DEADLINE:**

(Full Legal Name and Address) Date: Friday, September 15, 2023 at 3:00pm Local time

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TO: Kawartha-Haliburton Children’s Aid Society**

 **Finance 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 Finance Department and will be deemed late and disqualified.**

**Proposals may also be sent by email.**



**APPENDIX G**

**Kawartha-Haliburton Children's Aid Society**

**Human Resources**

**HS-07 – Smoking**

**Preamble:**

**The Kawartha-Haliburton Children’s Aid Society (KHCAS) is committed to providing a safe and professional workplace culture where all individuals are treated with respect, dignity and fairness. The Health and Safety Policies and Procedures are foundational to advancing workplace culture and create a basis of acceptable standards for safety in the workplace for all employees, volunteers, service providers, students and foster parents.**

**Application:**

**All Society employees, Students, Visitors, Foster Parents, Volunteers and Contractors are subject to this policy.**

**Definitions:**

**Workplace:**

**Society offices, employee vehicles while performing work on the behalf of the Society, Foster Homes, access visits in the office and in the community.**

**Smoking:**

**Is inclusive of vaping**

**Purpose:**

**The Society is under the general duty to protect the health and safety of its employees and clients, which includes exposure to second hand smoke. Provincially regulated employers are required to comply with the Smoke Free Ontario Act which the intent is to discourage smoking in the workplace.**

**Policy:**

**The Society is committed to promoting and protecting the health of its employees and clients. Accordingly, smoking is prohibited in any Society office building, or while transporting children and clients. Further, no one will smoke within nine (9) meters or 30 feet of an entrance or exit to any of the Society’s buildings. Smoking will occur offsite, or in designated areas as prescribed and afforded by the Society.**

**Procedure:**

1. **Property services will ensure appropriate signage is in place in all office locations.**
2. **Anyone who is caught smoking outside of the parameters of this policy are in contravention of this policy.**
3. **All employee’s and Supervisors are responsible for the administration of this policy.**