PROFESSIONAL MAINTENANCE SERVICES 705 PRINCES STREET (FORMER WE THOMPSON SCHOOL) AGREEMENT

This AGREEMENT made this day of December, 2019

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

Hereinafter called the "Owner" of the First Part

-and-

WEILER'S CLEANING AND RESTORATION LTD.

Hereinafter called the "Contractor" of the Second Part

WHEREAS the Municipality has contracted the maintenance services for the property located at 705 Princes Street, Kincardine;

AND WHEREAS it is expedient that the terms and conditions of this maintenance service contract be specified by Agreement between the two parties;

AND WHEREAS both parties agree to extend this contract, based upon the original request for proposal specifications (2017 CLE – 01 RFP Professional Maintenance Services (former WE Thompson School));

AND WHEREAS all contract documentation, being insurance and WSIB requirements shall be renewed with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and mutual promises and covenants hereinafter contained, the parties hereby agree as follows:

- The terms and specifications of the Request for Proposal (2017 CLE

 01 RFP Professional Maintenance Services (former WE Thompson School) as attached to this agreement as Appendix "A" shall form the body of the agreement.
- 2. The contract extension shall be January 11, 2020 to January 10th, 2025.
- 3. The new rates shall be as per the attached quote (Appendix "B").
- 4. The Contractor shall furnish copies of all mandatory documentation prior to the final execution of the contract.
- 5. Either party may terminate the contract upon 120 days written notice.
- 6. Any notice which either of the parties is required or permitted to give pursuant to any provisions of this agreement shall be given in writing by hand delivery or by registered mail addressed as set out below. Such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

To the Contractor at:

Weiler's Cleaning & Restoration Ltd. PO Box 267, 5 Ontario Road Walkerton Ontario, N0G 2V0 To the Owner at:

Office of the Clerk, Municipality of Kincardine 1475 Concession 5 Kincardine Ontario, N2Z 2X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

	The Corporation of the Municipality of Kincardine
	Mayor – Anne Eadie
	CAO – Sharon Chambers
	We have the authority to bind the Corporation
	Weiler's Cleaning and Restoration Ltd.
	President
	Witness
	I/We have the authority to bind the Corporation
Authorized by By-law No	



R.F.P. 2017 – C.L.E. - 01 Provision of Professional Maintenance Services at the former W.E. Thompson Public School

DUE BY: 3:00:00 p.m. EDT August 28, 2017

Deliver To:
Clerk's Department
Municipality of Kincardine
Municipal Administration Centre
1475 Concession 5, RR#5
Kincardine, ON N2Z 2X6

This document contains the following:

- 1. Information for Bidders
- 2. General Conditions
- 3. Scope of Work and Special Provisions
- 4. Form of RFP Price Bid Form
- 5. Form of RFP Declaration
- 6. Form of RFP Bidder's Resume
- 7. Appendix A Bidder's Checklist
- 8. Appendix B Additional Pricing Information
- 9. Appendix C Accessibility Compliance Form and Municipality of Kincardine Policy GG. 3.8 Accessibility Standards for Customer Service and Policy GG.3.9 Integrated Accessibility Standards
- 10. Appendix D Corporate Statement Occupational Health and Safety Appendix "E" of Municipality of Kincardine GG.2.17 Purchasing and Procurement Policy
- 11. Appendix E Notice to Bidders Appendix "F" of Municipality of Kincardine GG.2.17 Purchasing and Procurement Policy and Occupational Health and Safety Compliance Form
- 12. Return Address Label

Tel: 519-396-3468 Fax: 519-396-8288 Website: www.kincardine.net

Professional Maintenance Services the former W.E. Thompson Public School

1.0 - INFORMATION FOR BIDDERS

1.1 **OVERVIEW**

The Corporation of the Municipality of Kincardine invites Contractors to submit bids to provide professional maintenance services at the former W.E. Thompson Public School located at 705 Princes Street, Kincardine, ON. All Bidders shall familiarize themselves with all aspects of the work. Further information regarding the scope of work is contained in Section 3 of this document.

1.2 CLOSING DATE AND TIME REQUIREMENTS

R.F.P., sealed in an envelope, clearly marked (return address label provided), will be received at the Clerk's Department at the Municipal Administration Centre, 1475 Concession 5, RR#5 Kincardine, ON, N2Z 2X6 until:

3:00:00 p.m. EDT - August 28, 2017

- Late bids will NOT be accepted and will be returned unopened to the Bidder.
- Facsimile (fax) or e-mail responses for this R.F.P. will NOT be accepted.
- The Municipality reserves the right to accept any response to this R.F.P. which it deems to be in its own interest or to reject all responses. Responses that are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected as informal.
- Delivery of R.F.P. shall be the responsibility of the Bidder and will be rejected if the envelope/package is
 delivered to a location other than which is stated in the document and the envelope/package fails to be
 delivered to the Municipality prior to the closing date and time.
- R.F.P. must be signed by the person authorized to sign on behalf of the Bidder and bind the Bidder to statements made in the response to this R.F.P.
- The terms and conditions of this R.F.P. offer shall remain firm and open for acceptance by the Municipality of Kincardine for a period of sixty (60) days.
- The Bidder must agree to abide by all the clauses and conditions laid out in the Terms and Conditions of the R.F.P.
- The Municipality reserves the right to cancel the R.F.P. call and not accept any R.F.P. at all and/or reissue the R.F.P. in its original or revised form.
- The Municipality reserves the right to cancel this R.F.P. call and not accept any R.F.P. at all if the costs exceed the budget amount.
- The Municipality reserves the right to reject any R.F.P. that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all R.F.P.s.
- The lowest or any R.F.P. will not necessarily be accepted.

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1.3 RESPONSE REQUIREMENTS

The response to this R.F.P. must be submitted in strict accordance with the requirements of this document and is to include the following:

- 1.3.1 Signed and completed <u>Form of R.F.P. Price Bid Form</u> as required in section 4.1. (including all Addenda acknowledged)
- 1.3.2 Signed and witnessed **Form of R.F.P. Declaration** as required in section 4.2.
- 1.3.3 Signed and completed **Form of R.F.P. Bidder's Resume** as required in section 4.3.
- 1.3.4 Work Plan

NOTE: Failure to include the response requirements listed above may result in your bid being disqualified.

1.4 QUESTIONS / DISCREPANCIES

Bidders who find any discrepancies or omissions in this R.F.P., or who have any doubt as to the intent or meaning of anything contained therein, shall direct questions to the following:

R.F.P. Terms and Conditions:

Donna MacDougall Clerk Municipal Administration Centre

clerk@kincardine.net Phone: (519) 396-3468 ext. 7112

1.5 SITE VISIT

Bidders must attend a mandatory site visit of the former W.E. Thompson Public School. Please contact Jennifer White at 519-396-3468 ext 7113 or email jwhite@kincardine.net to register. The former W.E. Thompson Public School is located at 705 Princes Street, Kincardine, ON. The site visit is scheduled for Tuesday August 22, 2017, from 10:00 a.m. to 11:00 a.m. Please meet at the east door of the building.

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the R.F.P. documents. All such changes shall become an integral part of the R.F.P. documents and shall be allowed for in arriving at the total R.F.P. price. Bidders shall insert and state on the Form of R.F.P. – Price Bid Form, in the space provided, any addenda received by them during the R.F.P. period.

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1.6 R.F.P. / PROJECT SCHEDULE

The schedule for this R.F.P. is as follows:

Issue Date: August 9, 2017

Closing Date: August 28, 2017 3:00:00 p.m. EDT

R.F.P. to Council: September 6, 2017 Project Start: October 1, 2017

1.7 PUBLIC OPENING

All bids will be opened at the Municipality of Kincardine, 1475 Concession 5, RR #5, Kincardine on August 28, 2017 immediately following close at 3:00:00 p.m.

1.8 BIDDER'S CHECKLIST

To assist Bidders with completing a response to this R.F.P., a Bidder's Checklist is included as **Appendix A** of this R.F.P. document.

1.9 ACCESSIBILITY STANDARDS

The Contractor must comply with the Owner's Accessibility Standards for Customer Service Policy as attached.

1.10 EVALUATION OF BIDS

Bids will be evaluated on the basis of information provided by the Contractor at the time of submission as well as the previous experience of the Contractor in the marketplace.

15%

Proposals will be reviewed by an evaluation team.

Evaluation criteria and weighting for each:

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a) Work Plan: Proponents are to provide a proposed detailed work schedule

b) Cost: Comprehensive costs, including all Labour components

Canada statutory obligations of the Contractor.

(The cost is to be sealed in a separate envelope, marked as such, please)

c) Experience: Proponents must have a proven track record of providing
Professional Maintenance Services.

35%
100%

The Municipality reserves the right to discuss any and all proposals and to request additional information from the Contractor. The failure to provide such additional information may be considered a basis for rejecting proposals, and to accept or reject any proposals.

The lowest cost proposal and/or highest rated proposal will not necessarily be accepted. The Contract will be awarded based on an evaluation to determine which proposal best meets the needs of the Municipality.

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2.0 - GENERAL CONDITIONS

The following section forms an integral part of this R.F.P. and must be considered in completing a response to this R.F.P.

The Bidder must agree to abide by all the clauses and conditions laid out in this R.F.P.

2.1 <u>DEFINITIONS</u>

Wherever the words "Owner" or "Municipality" are used in these documents, it shall be understood that it means The Corporation of the Municipality of Kincardine.

Wherever the words "satisfactory", "approved", "adequate", "suitable", or similar words or phrases are used in these documents, it shall be understood that they mean, unless the context provides otherwise, "satisfactory to the owner", "approved by the owner", "adequate to the Owner's satisfaction", "suitable to the Owner", etc.

Whenever the word "R.F.P." is used, means Request for Proposals and it shall mean and include the agreement to do the work entered into with the Owner, the Information for Bidders, General Conditions, Scope of Work / Special Provisions, Form of R.F.P., the R.F.P. and other documents referred to or connected with the said R.F.P.

Whenever the word "Bidder" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this Contract.

Whenever the words "Successful Bidder", "Successful Contractor" or "Contractor" are used it shall mean the individual, firm, company or corporation whom a contract is awarded against this offer.

Whenever the word "Works" is used it shall mean the execution of the whole of the work and things required to be done, mentioned or referred to in the R.F.P., the General Conditions, the Scope of Work / Special Provisions, R.F.P. and all other documents referred to or connected with the said R.F.P.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

2.2 WITHDRAWAL

R.F.P. may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Municipality. No facsimile, telephone calls or emails will be accepted. After the official closing date and time, all R.F.P.s received shall be irrevocable.

2.3 AWARD OF CONTRACT

The award of this contract will be subject to approval by the Municipality of Kincardine and such approval to be finalized no later than sixty (60) days after the R.F.P. closing. This condition is for the benefit of the Municipality of Kincardine only and may be waived by the Municipality at any time. In no event will the successful Contractor be permitted to alter or withdraw the bid during that time period. Should the required funding not be approved by Municipality, the Municipality reserves the right to reject all R.F.P.s. The R.F.P. will be awarded in whole.

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2.4 CONTRACTOR'S RESPONSIBILITY

The successful Contractor will be held responsible for the care of the work and whatever pertains thereto from the commencement of the same to its final completion. The successful Contractor shall be responsible for all damage caused by their employees, their equipment or their supplies, to the Owner's property, equipment, buildings and building contents. The successful Contractor shall employ such methods as necessary to avoid defacement or damage to the Owner's property.

The successful Contractor shall be responsible for all injuries to persons caused by the Contractor's staff, equipment or supplies. The successful Contractor shall indemnify and save harmless the Owner in accordance with Section 2.10 from all suits and actions as a result of injury or death to persons; damage to the property of the Owner or others; caused by the Contractor or their staff, resulting from any cause whatsoever deriving from the performance of their work.

2.5 DAMAGE TO CONTRACTOR'S SUPPLIES

The Municipality will not be responsible for damage to, or loss of, the successful Contractor's supplies, materials or equipment nor to the successful Contractor's employee's personal belongings brought into the building or onto the site.

2.6 QUALIFICATIONS AND COMPETENCY

The Owner may call upon the Bidder to show evidence that satisfactory arrangements have been made for the procurement of any or all labour, materials and equipment required to carry out and complete the work. Materials and equipment shall be subject to Owner's approval.

The Owner reserves the right to reject R.F.P.s from parties who are unwilling or unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financing for the performance of the work and the provision of the services herein contemplated. Evidence of such competency and experience must be provided when requested by the Owner.

2.7 PROCUREMENT OF MATERIALS

Upon 24 hours notification (weekdays) and 48 hours (weekends) the Municipality of Kincardine will provide a Purchase Order for the goods as described in Appendix B.

2.8 TOOLS

The Contractor must provide his/her own tools to complete all repairs/maintenance at the former W.E. Thompson Public School as a condition of this contract.

2.9 FIRE SAFETY

The successful Contractor and their employees shall be familiar with the use and operation of the fire extinguishers.

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2.10 <u>HEALTH AND SAFETY</u>

- **2.10.1** The successful Bidder is required to conform with the Occupational Health and Safety Act relating to the performance of the contract.
- **2.10.2** The successful Bidder is required to have a copy of the Occupational Health and Safety Act and/or the Industrial and Construction regulations present on the site at all times.
- **2.10.3** The successful Bidder will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.
- **2.10.4** The on-site supervisor or foreman supplied by the successful Bidder must be a competent person as defined in the Occupational Health and Safety Act.
- **2.10.5** The successful Bidder is required to have unexpired Material Safety Data Sheets for all Hazardous Materials on site at all times.
- **2.10.6** The successful Bidder is required to label all containers of controlled products in accordance with the Workplace Hazardous Materials Information System Regulation.
- **2.10.7** Where WHMIS controlled products are used, the successful Bidder is required to ensure that all their employees have been appropriately trained.
- 2.10.8 When work is being performed, the successful Bidder shall ensure that all first aid requirements are met according to the WSIB regulation. The successful Bidder shall have the appropriate number of employees trained in First-Aid and CPR to the number of employees working in any one shift. The successful Bidder will be required to supply and maintain the appropriate first-aid kits for the project. In the event of a critical injury as set out in the Occupational Health and Safety Act, the successful Bidder shall notify the Owner, Facility Manager and the Ministry of Labour immediately.
- **2.10.9** The Contractor shall acknowledge compliance with the Municipality of Kincardine Health and Safety Program by reviewing and signing the municipal Health and Safety Compliance Form.
- **2.10.10** The Municipality reserves the right to inspect the site at any time and recommend further actions to safeguard the health and safety of the successful Bidder and Municipality employees.
- **2.10.11** The Municipality also reserves the right to cancel the contract if any provisions relating to Fire Safety or Health and Safety are contravened or if recommendations from representatives of the Municipality are not observed.

2.11 INSURANCE

2.11.1 COMPREHENSIVE GENERAL

The successful Bidder shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the Corporation, including the following:

- i) a limit of liability of not less than two million dollars (\$2,000,000);
- ii) the Corporation shall be named as an additional insured.

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- iii) the policy shall contain a provision for cross liability in respect of the named insured;
- iv) the policy shall contain a provision for contractual liability in respect of the named insured;

Indemnity

The Contractor agrees to fully indemnify and hold harmless the Municipality from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses of any kind and for any and all liability for damages to property and injury to persons (including death) which the Municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement, unless such losses are caused solely by the Municipality's own negligence or misconduct. The obligation of the Contractor to indemnify the Municipality does not apply to any environmental claims arising from:

i) any historical environmental condition existing prior to the commencement of the work by the Contactor

2.11.2 **AUTOMOBILE**

The successful Bidder shall obtain and keep in force for the duration of this contract, automobile insurance under a standard automobile policy with limits of not less than two million dollars (\$2,000,000) in respect of each vehicle.

2.11.3 PROOF OF INSURANCE

The successful Bidder shall provide, together with its executed agreement, a certificate (s) of insurance or certified copy(ies) of the above referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry.

Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy.

2.12 ASSIGNMENTS AND SUBCONTRACTORS

The successful Bidder shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Municipality. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

2.13 INTERPRETATION

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final.

2.13 <u>VERBAL ARRANGEMENT</u>

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful Bidder must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Corporation, or in prosecuting any claim against the Corporation.

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2.14 <u>DOCUMENT REQUIREMENTS AT TIME OF CONTRACT EXECUTION</u>

General

Subject to an award of the R.F.P., the successful Bidder is required to submit the following documentation in a form satisfactory to the Municipality for execution within five (5) working days and no later than ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverages and amounts as indicated.
- b) Workplace Safety and Insurance Board clearance certificate.

Notwithstanding the above, the Municipality shall retain any other right that it may have in law to claim for any and all damages that it may suffer as a result of the successful Bidder's breach of the provisions set forth in the contract, save and except the text in Section 2.10.

2.15 AGREEMENT

Should the Bidder's R.F.P. be acceptable to the Owner then the Bidder shall enter into an agreement with the Owner.

The Successful Bidder shall be required to provide a 5% security deposit on the total value of the contract, which will be refunded at the end of the contract term.

2.16 R.F.P. PRICE AND TAXES

All prices submitted shall be FIRM for the described project and shall include, without limitation, all required labour, materials, tools, supplies, equipment and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax as a separate item.

The price shown on the Form of R.F.P. – Price Bid Form must be a fixed amount. If termination takes place prior to the completion of the work, the successful Bidder's performance security will be used to assist the Municipality against any loss that may be incurred as per the R.F.P.

All costs incurred by the Bidder in carrying out research, investigation or otherwise as may be necessary for the preparation of a response to this bid, shall be borne by the Bidder and will not be chargeable in any way to the Municipality of Kincardine.

2.17 PAYMENTS

The overall R.F.P. price will be divided into 12 equal payments and payment to the contractor will be issued based on receipt of invoices.

2.18 APPROVALS AND PERMITS

All operations connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial, federal and authorities having jurisdiction in respect to any matter embraced in this contract.

2.19 RESTORATION

The Contractor shall be responsible for the reinstatement and repair of all disturbed and damaged areas as a

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result of the work performed.

The Contractor shall ensure that when the contract is to expire, the facility will be left in the same condition as when the contract began. The Municipality will complete the facility inspection upon completion of the contract and the last pay will be held back until any and all deficiencies are completed.

2.20 <u>DEFECTIVE WORK AND NON-PERFORMANCE</u>

The Owner reserves the right to correct any defective work and to deduct the cost of such work from monies owing on the contract. The Owner also reserves the right to withhold payment in the event of non-performance or to pay only for that portion of the work that has been executed.

The Owner will give reasonable notice in writing prior to taking such action unless the defective work or non-performance prejudices the safety of the project.

2.21 FAILURE TO PERFORM

If the successful Contractor fails to provide the services within the time specified, the Municipality reserves the right to cancel the contract and obtain services from alternate sources. Any extra costs as a result of this action are to be borne by the Contractor who defaulted in providing the services. The Owner may claim damages as appropriate where there was no bid deposit and the successful Contractor fails to provide the required security, fails to enter into a contract or fails to perform this contract.

2.22 TERM

The term of this contract shall be for a period commencing October 1st, 2017, following approval by the Council of the Municipality of Kincardine, to January 10, 2020.

2.23 OWNER'S INSPECTION AND SUPERVISION

The Municipality will be the sole judge of the adequacy and completeness of the Contractor's work as spelled out by these contract documents. The Contractor shall remedy any defects in workmanship to the satisfaction of the Municipality.

2.24 INCREASE OR DECREASE OF WORK

The Municipality reserves the right to vary the amount of work outlined by these documents. No variations from the work that may result in a change to the amount of the contract will be proceeded with until the Contractor, in writing, has obtained proper approval from the Municipality.

2.25 WARRANTY

The Contractor shall correct at their own expense, any defects in the work due to faulty products and/or workmanship appearing within a period of one (1) year from the date of substantial completion.

2.26 DISQUALIFICATION OF BIDDER

A Bidder offering products/services to the Municipality of Kincardine certifies that it has not communicated directly or indirectly their bid to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Municipality of Kincardine believes that collusion exists among the Bidders. Bids in which the prices are obviously unbalanced may be rejected.

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2.27 INCOMPLETE R.F.P.

Responses to this R.F.P., which do not, in the sole opinion of the Municipality of Kincardine, adequately address all the requirements listed in this R.F.P., may result in a request for clarification to the Bidder or be rejected outright, at the discretion of the Municipality of Kincardine.

2.28 FREEDOM OF INFORMATION

Any personal information collected by or on behalf of the Municipality of Kincardine under this R.F.P. is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the Municipality of Kincardine may be used to confirm certain information provided in the R.F.P. for this project. The person submitting this R.F.P. consents to such collection and use of the information. The person submitting this R.F.P. acknowledges that the information contained in the R.F.P. may become public and consents to the release of that information. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Municipality of Kincardine.

2.29 TERMINATION

Either the Owner or the Contractor may terminate the contract for breach of contract by either party on thirty (30) days notice in writing to the other party. The Municipality may terminate the contract if the successful Contractor does not fulfill any part of the terms and conditions or requirements of this R.F.P.

In case the Contractor defaults or delays in executing the work satisfactorily, the Owner may give notice to the Contractor in writing that the Contractor has made such default. Should the Contractor fail to remedy satisfactorily such defaults without delay, or should the Contractor become insolvent or abandon the work or otherwise fail to observe the provisions of the contract then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Contractor's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the Contractor shall be chargeable with and remains liable for all loss or damage, which may be suffered by the Owner by reason of such default.

2.30 DISPUTE RESOLUTION

Should a dispute develop for any provisions within these terms, then the following shall be the course of action

- i) Discussions between the C.A.O. and the Contractor:
- ii) Should further resolution be required, the matter will be decided by Municipal Council.

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3.0 – SCOPE OF WORK & SPECIAL PROVISIONS

3.1 OVERVIEW

This R.F.P. is for contractual services for Professional Maintenance Services at the former W.E. Thompson Public School in the Municipality of Kincardine.

3.2 **ELIGIBILITY**

The Contractor must:

- a) Have experience in providing maintenance services to large facilities;
- b) Have labour resources and support services available;
- c) Have experienced, qualified staff;
- d) Demonstrate comprehensive knowledge of facility maintenance;
- e) Must have equipment available for all labour components, including snow removal and lawn care equipment.

The successful bidder will, on a contract basis, provide all labour services required to provide Professional Maintenance Services at the former W.E. Thompson Public School.

The contractor will endeavor to faithfully execute all the duties as follows:

- a) Ensure that building and public health standards are met;
- b) To be totally responsible for all hiring, supervising and labour charges of support staff, excluding those of contractors and specialists who are required to perform repairs and maintenance on the building or equipment;
- c) Establish shift schedules for staff and maintain payroll records of same;
- d) Establish control maintenance and preventative maintenance schedules.

3.3 PROVISION OF SERVICES

A. SERVICES

Throughout the term, The Contractor (or a third party service provider engaged by The Contractor (each, a "Service Provider" and, collectively, the "Service Providers") shall provide the Municipality of Kincardine with all services commonly provided by providers of the facilities services contemplated herein, to manage and maintain the property including, without limitation, arranging for and supervising all of the services listed in this section or otherwise included or referred to in this document (collectively, the "Services").

The Services shall be provided in compliance with this exclusive licence and applicable law. In addition, the Services shall be provided using the care, diligence and skill of a prudent and qualified manager of a property of similar size and condition to that of the property and in keeping with the image and reputation of the Municipality of Kincardine.

Notwithstanding that the Services may be provided by third party service providers, as between Contractor and the Municipality of Kincardine, the Contractor shall be primarily responsible for the provision of the Services and as such shall be responsible for the acts and omissions of all Service Providers it engages to provide any Services.

For clarity, at all times the Contractor shall be the contractor of the Service Provider, and not the Municipality of Kincardine The Contractor shall be acting in all respects as principal and not as agent of the Municipality of

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Kincardine in connection with the Service Providers. The retention of Service Providers by the Contractor shall not relieve the Contractor of any of its obligations to the Municipality of Kincardine under this exclusive licence.

The Services shall include:

- (i) Facilities management services including but not limited to:
 - a) providing vending services as requested by Bruce Power;
 - b) classroom set-up as requested via an agreed-to process;
 - c) directing the work of facilities staff;
 - d) performing all required maintenance of the Property and ensuring that all maintenance work is performed in compliance with Applicable Law;
 - e) planning, organization and direction of the work of professional building managers assigned, if any;
 - f) planning and determination of work programs and schedules for the maintenance of the Premises that, for clarity, does not include planning and work programs related to training which shall be Bruce Power prerogative;
 - g) evaluation of the work performance of staff;
 - h) investigation and taking prompt and necessary action to resolve problems involving issues, conflicts, building defects and other problems raised by Bruce Power;
 - i) provision of all repairs including electrical and mechanical;
 - j) handling of emergency repairs to protect property; and
- (ii) Without limiting the generality of any of the other provisions of this document, the Contractor itself or using a Service Provider shall:
 - a) provide, manage and maintain the Property in a clean, tidy and safe condition;
 - b) adequately heat the facility and adequately cool the facility so as to provide a comfortable environment for all occupants;
 - c) keep all interior and exterior areas of the Building in a neat and clean condition;
 - d) keep landscaping of the Property in good order;
 - e) promptly remove snow and ice from walkways, driveways and parking areas of the Property and sand those areas as necessary;
 - f) lawn care maintenance when necessary.

B. <u>SUPERVISION</u>

The Contractor or the Service Provider shall employ, discharge, supervise and pay all employees or contractors for the efficient rendering of the Services. The selection of persons who will perform the Services from time to time shall be at the discretion of the Contractor, provided that the Services will be delivered using only suitable qualified and experienced personnel who possess a standard of professional competence and thoroughness normally exercised by persons providing facilities services similar to the Services; and, all Services shall be provided or arranged by or on behalf of Municipality of Kincardine.

Notwithstanding the foregoing and subject to any other rights of the Municipality of Kincardine under this exclusive licence, if any Service Provider fails to provide any of the Services in accordance with this exclusive license and continues to do so after Notice of such failure is given to the Contractor, the Contractor will replace such Service Provider.

For clarity, all individuals performing Services shall be employees of the Contractor or a Service Provider, as applicable, and shall not for any purpose be considered as employees of the Municipality of Kincardine. The Contractor shall ensure that it and all Service Providers promptly remit all employee source deductions and

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maintain all workers compensation payments up to date and in good standing.

The Contractor shall indemnify, and save the Municipality of Kincardine harmless from all Claims that any such employee is an employee of the Municipality of Kincardine or that arise as a result of it or a Service Provider failing to remit source deductions or keep workers compensation payments up to date as hereinbefore provided.

C. ADMINISTRATION:

Facility Staffing - Included in the Services Fee and as part of the Services, the Contractor or a Service Provider shall provide, or arrange for the provision of staff to provide a facilities manager in respect of the Property. Such staff shall be required to be on-site within thirty minutes of a request to do so.

D. BUSINESS HOURS:

The tenant anticipates that most of its actual use of the Building and Property will occur during Business Hours.

If the tenant determines to use the property during non-business hours, the tenant will give reasonable prior notice (which includes for the purposes of this section, oral notice) to the Contractor or the Service Provider's representative or if they are not available, Notice will be given to any other employee of the Contractor or the Service Provider at the property. Upon receipt of such Notice, the Contractor or the Service Provider shall take commercially reasonable steps necessary to provide those Services necessary to accommodate the tenant's Off Hours use.

The Contractor or the Service Provider shall invoice the Municipality of Kincardine for any additional staff costs associated with providing such Services during non-business hours at premium rates.

E. AUDIT:

The Contractor shall keep (and shall cause all Service Providers to keep) full and adequate books of accounts and other records reflecting all transactions relating to services provided or any other amounts payable by the Municipality of Kincardine to the Contractor under this Lease ("**Records**"). Records shall be maintained in accordance with appropriate accounting principles consistently applied; in sufficient detail to facilitate adequate audit and review thereof; and shall be maintained as a prudent property or facilities manager would keep.

The Municipality of Kincardine shall have the right to audit the Records by giving two weeks' prior notice and the audit will be conducted during Business Hours. Audits, if any, will focus on the payment or reimbursement of expenses billed to the Municipality of Kincardine, and/or documents relevant to disputed invoices.

F. REQUIRED TASKS;

Note: Although some overlap with our normal business hours is acceptable - most of the cleaning and maintenance work is best done when the building and classrooms are not in use (e.g., early mornings and/or late afternoon/evenings). Cleaning/maintenance supplies, and other consumables such as toilet paper, paper towels, hand soap will be supplied by the Contractor or the Service Provider and invoiced to the Municipality of Kincardine at cost.

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A. DAILY TASKS CHECK

CLASSROOMS/MEETING ROOMS

- Vacuum floor & chairs if required
- · Wipe tables, as required
- Empty garbage
- Lock doors

ALL OFFICES

- Empty garbage and recycling
- Lock doors

ALL KITCHENS/LUNCH ROOM

- Empty garbage and recycling
- Supply paper towels/soap as needed
- Restock napkins, plastic cutlery, salt & pepper, coffee supplies (e.g. cups, stir sticks, tea bags, sugar), etc.; put out milkettes/creamers in morning and put in fridge in evening; advise tenant when such supplies reach re-order level
- Dry/wet mop floor or vacuum (if needed)
- Wipe tables & counters, disinfect sink
- Clean appliances outside & inside (including toasters and microwaves)

ALL WASHROOMS

- Empty garbage
- Check towels, soap, toilet paper and supply as needed
- Clean toilets, urinals, shower, sink, mirrors, stall partitions & mop floor if needed

BUILDING

- All garbage placed in dumpster; recyclables in appropriate bins and corrugated cardboard disposed of weekly
- Check lights/stairwells & floors for flies/bugs-vacuum as needed
- Dry/wet mop entrance & halls (as needed)
- Check water coolers are full and check cups-re-supply as needed
- Vacuum entry mats and ramp as needed
- Check windows closed & latched
- Check Overhead doors closed & locked
- Check light bulbs/fixtures working
- Check heat/cooling temps; thermostats set appropriately
- Check for broken chairs & tables, repair or identify for replacement as needed
- Check lights/stairwells & floors for flies/bugs-vacuum as needed
- Mop entrance & halls (as needed)

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- Set alarm. Bypass if necessary
- Check heat/cooling temps
- Ensure electrical rooms locked
- Ensure all work material is stored appropriately
- •Secure and close building, check all interior security sensored doors and exterior doors closed and locked, set alarm

B. WEEKLY TASKS

ALL OFFICES/MEETING ROOMS

Vacuum offices and meeting rooms

ALL KITCHENS/LUNCH ROOM

- Clean coffee station
- Wipe chairs
- Disinfect sinks and thoroughly clean counters

BUILDING

- Check outside/sign/lights; exit lights (replace bulbs as needed)
- Re-cycle material put out (for municipal collection per Municipality schedule)
- Check heaters and provide a service report (Sept.-May)
- Visual check on thermostats to ensure working
- Check thermostats in mechanical room
- Clean windows & sills, clean glass in doors and entryways

C. MONTHLY TASKS

ALL OFFICES

Thorough cleaning of offices, including: notify staff cleaning & request move stuff on floor & clear desk as much as possible. Clean & remove any marks on entire desk area, clean any items left on desk, clean computer, dust shelves, wipe down any tables, cabinets, other furniture, heater, radiators, clean chairs, clean inside & outside window, window sills, clean boot mat

BUILDING

- Clean boot mats
- Wipe lockers, cabinets, coat racks, other surfaces
- Inspect all Emergency Lights & Date of Inspection marked on card. Submit form to front office
- Inspection of All Fire Extinguishers & Date of Inspection marked on card
- Check all heating & cooling equipment including filters & any cleaning needed, and provide a report of such service

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- Inspection/Maintenance of UVEX Lens Cleaning Station & eye washing station
- Update list of contents in Flammable Cabinet-if applicable
- Rinse out garbage and recycle bins

KITCHENS

- Wipe out cupboards
- Clean all fridges inside and out
- Remove gum from bottom of tables and chairs

CLASSROOMS / MEETING ROOMS

- Thorough cleaning of classrooms including notifying staff of cleaning & request move stuff on floors & tables as much as possible. Clean & remove any marks on tables, clean computer, dust shelves, disinfect tables, chairs, phones, clean inside & outside window, window sills, shelves, etc
- Remove gum from bottom of tables and chairs

D. SPRING AND/OR FALL

- Annual Outdoor Inspection and report in the Spring
- Arrange to have exterior upper windows cleaned spring & fall
- Clean all inside windows spring & fall
- Arrange HVAC inspection spring/fall

E. AS REQUIRED TASKS

- Clean windows & sills, clean glass in entryways
- Pest Control
- Arrange for Carpets to be cleaned
- Arrange for pest control
- Clean water coolers
- Sweep Floor in the building
- Ground Maintenance including grass cutting, weeding, (maintained as per the lawn care standards in the Municipality of Kincardine's Turf Management Policy for High Profile Locations), raking, gardening, tree trimming, mulching, etc.
- · Areas around propane tanks/air conditioning units kept clear
- Clear all entrances & emergency exits, including snow removal
- Snow and Ice removal and control. Provide equipment and operators to safely remove snow and apply sand and salt on the Property. Application of sand and salt shall be in agreement with the Applicable Law as it pertains to the environment. Areas of application include roads, parking lots and designated paths/walkways. Application of sand and salt shall be spread appropriately to keep parking lots, slopes, roads and walkways from freezing and creating slipping hazards. Ploughs and equipment shall be dispatched via Landlord typically when the snow accumulation reaches 7.5 cm (3") during a single winter event on Property. Ice I road conditions will be salted

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and sanded at discretion of the Landlord. All snow clearing, salting, sanding and other work as contemplated in this item will be completed 30 minutes prior to the start of Business Hours or Reduced Hours as applicable.

- Remove snow off entry roofs
- Power wash entry roofs and siding
- Order cleaning and equipment supplies
- Make and post signs on defective equipment and report to facility manager
- Routine or emergent Building Maintenance

OUTSIDE/GROUNDS

- Pickup garbage, litter and debris from parking lot and grounds
- Empty cigarette disposal containers

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4.1 – FORM OF R.F.P. – PRICE BID FORM

I, the undersigned, have carefully read and examined the entire set of R.F.P. documents and have carefully examined the site and location of the work to be done under this contract. I, for the prices set forth in this R.F.P., hereby offer to furnish all machinery, labour, tools, apparatus, materials, and other means to complete the work described and specified at the following prices unless specified otherwise throughout this R.F.P.: Please review section 3.0 Scope of Work

The bid price on the R.F.P. is

\$ Price
\$ H.S.T.
\$ Total

Site Inspection by Bidders is Mandatory Prior to Submission of Bid. Site visit is scheduled for Tuesday August 22, 2017 at 10 a.m.

R.F.P. Deadline: August 28, 2017 3:00:00 p.m. EDT

Clerk's Department Municipality of Kincardine Municipal Administration Centre 1475 Concession 5, RR#5 Kincardine, ON N2Z 2X6

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Support Staff: (If none, indicate NIL)

The bidder shall list the names of all support staff to be used in the execution of this work:

Name of Support Staff	Years Experience – Pl		Address of Support Staff and Phone Number
-	detailed in this R.F.P. doo		n the total R.F.P. price, noted on page 18 in preparing my R.F.P.
Company Name		Signature	
Print Name		Title	
Street Address	_	/ City/Town	Postal Code
/_ Telephone No.	Fax No.	Date	

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4.2 – FORM OF R.F.P. – DECLARATION (TO BE SIGNED AND SUBMITTED WITH R.F.P.)

	F.P. IS SUBMITTED BY MUNICIPALITY OF KINCARDINE			
1.	I			
	OF			
the seal	DECLARE that no person, firm or corporation other is or are attached below has any interest in this R.			
2. any othe	I FURTHER DECLARE that this R.F.P. is made wer company, firm or person making a R.F.P. for the			
supplies	I FURTHER DECLARE that no Employee of the I s or will become interested directly or indirectly as , work or business to which it relates or in any portionies to be derived therefrom.	s a contracting part or otherwise in the	performance of the contract or in the	
4.	I FURTHER DECLARE that the several matters s	stated in the said R.F.P. are in all respec	ets true.	
project t	I FURTHER DECLARE that I have carefully example the provisions, the Form of R.F.P., and hereby therein described or defined and do all the work are rices stated on the Form of R.F.P. – Price Bid Form	acknowledge the same to be part and pand to provide the services, materials an	parcel of any contract to be let for the	
6.	I FURTHER DECLARE that I have a clear unders	standing of all the work involved in this c	ontract.	
7. I FURTHER DECLARE that this offer is to continue open to acceptance until the formal contract is executed by the success Bidder for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Municipality nat any time, within that period, without notice, accept this R.F.P. whether any other R.F.P. has been previously accepted.				
8. Tender.	I FURTHER DECLARE that the awarding of the c	contract based on this R.F.P. by the Mun	icipality shall be an acceptance of this	
between of such a said Mu	I FURTHER DECLARE that in the event of default ander, or to carry out the works in any other way the this R.F.P. and any greater sum which the said Mulaction as aforesaid, on their part, including the cost nicipality and their officers from all loss, damage, contains a fault or failure on our part.	ey deem best, and I also agree to pay unicipality may expend or incur by reasor of any advertisement for new R.F.P.; ar	to the said Municipality the difference n of such default or failure or by reason nd to indemnify and save harmless the	
(COMP.	NAME NAMES	(CICNATURE)	/ (DDINT NAME)	
(COMP)	ANY NAME)	(SIGNATURE)	(PRINT NAME)	
(ADDRE	SSS)	(TITLE)		
(SIGNA	ΓURE)	(WITNE:	SS)	

(DATED) Page 20

(POSTAL CODE)

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4.3 - FORM OF R.F.P. - BIDDER'S RESUME

Name of Bidder's Company:

How many years experience in subject industry? List below the three largest and most recent contracts which are similar:

Municipal Council? Yes: No: If yes, submit the following data regard NAME OF EMPLOYEE	ding the employee:	PLACE OF W	ork	LOCATI	ON .
·	ding the employee:				
s any beneficial Owner of the Bidder's	s company an employe	e of the Municipali	ty of Kinca	ordine or a n	nember o
	CONT	ACT	PHONE NO.		YEAR

This resume has been submitted by:	
(NAME)	
(SIGNATURE)	(TITLE)

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APPENDIX A

BIDDER'S CHECKLIST

This checklist is provided for the convenience of the Bidder to ensure that all required documents have been completed and enclosed in the R.F.P. envelope.

Please check ($\sqrt{}$) the items required and return with your R.F.P.

Signed and completed Form of R.F.P. – Price Bid Form including All Addenda acknowledged
Signed and witnessed Form of R.F.P. – Declaration
Signed and completed Form of R.F.P. – Bidder's Resume
Work Plan

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APPENDIX B

Supplies/Expenses that the Municipality of Kincardine will provide in order to facilitate the ongoing use of this facility:

- -washroom supplies
- -cleaning supplies
- -light bulbs
- -waste management (removal of garbage)

Please note that it is not the responsibility of the contactor to pay utility bills (propane, hydro, water, fire alarm).

Maintenance/Repairs

The Contractor will be responsible for all minor repairs/maintenance at the former WE Thompson Public School. Minor repair/maintenance definition is a repair costing less than \$300.00. The Contractor will fund all minor repairs/maintenance and be reimbursed upon submission of the receipt to the Municipality of Kincardine.

The Contractor will obtain Purchase Orders from the Clerk's Department for all major repairs/maintenance costing over \$300.00. The Municipality will fund major repairs/maintenance. The Contractor will contact an authorized repair agent of the Municipality and a follow-up Purchase Order will be obtained from the Clerk's department within a 48 hour period

The Contractor will be required to provide a minimum of two quotes for any additional requested work, unless approved by the Clerk's Department.

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APPENDIX C



Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

Accessibility Regulations for Contracted Services

Accessibility Standards for Customer Service

In accordance with Ontario Regulation 191/11, Integrated Accessibility Standards, Section Part IV.2, every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:

- 1. Every person who is an employee of, or a volunteer with, the provider
- 2. Every person who participates in developing the provider's policies
- 3. Every other person who provides goods, services or facilities on behalf of the provider

The training must include a review of the purposes of the AODA and the requirements of Regulation 191/11 and instruction about the following matters:

- 1. How to interact and communicate with persons with various types of disability.
- 2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person.
- 3. How to use equipment or devices available on the provider's premises or otherwise provided by the provider that may help with the provision of goods, services or facilities to a person with a disability.
- 4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods, services or facilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of The Corporation of the Municipality of Kincardine must meet the requirements of Ontario Regulation 191/11 with regard to training.

Website training at https://accessontario.com/services/aoda-training/ or another pre-approved training source of your choice would be considered an acceptable form of training.

A copy of the Municipality of Kincardine Accessibility Standards for Customer Service is attached and must be reviewed with any employee that will provide customer service on behalf of the Municipality.

....2

Integrated Accessibility Standards

In accordance with Ontario Regulations 191/11 and 413/12, Integrated Accessibility Standards, in the areas of Information & Communications, Employment, Transportation and Design of Public Spaces (Accessibility Standards for the Built Environment), every obligated organization shall ensure that training is provided on the requirements of the accessibility standards referred to in the Regulations and on the *Human Rights Code* as it pertains to persons with disabilities to,

(a) all employees, and volunteers;

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- (b) all persons who participate in developing the organization's policies; and
- (c) all other persons who provide goods, services or facilities on behalf of the organization.

The training on the requirements of the accessibility standards and on the *Human Rights Code* referred to above shall be appropriate to the duties of the employees, volunteers and other persons.

Website training at https://accessontario.com/services/aoda-training/ or another pre-approved training source of your choice would be considered an acceptable form of training.

A copy of the Municipality of Kincardine Integrative reviewed with any employee	•	0
A document describing the training policy, a sur training dates and attendees for the above mus request.	t be submitted to the I	Municipality of Kincardine upon
I acknowledge receipt of this notice and confirm requirements.	ı ınaı	will comply with its
Signature I have the authority to bind the Corporation	Date	

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POLICY

POLICY NO: GG.3.8

SECTION: GENERAL GOVERNMENT

TITLE/SUBJECT: ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE

(Pursuant to Accessibility for Ontarians with Disabilities Act, 2005; Ontario

Regulation 191/11 Integrated Accessibility Standards)

ADOPTED DATE: August 5, 2009 (By-law No. 2009-115)

REVISION DATE: November 4, 2009 (By-law No. 2009-161)

July 6, 2016 (By-law No. 2016-081)

PURPOSE

The Municipality of Kincardine is committed to being responsive to the needs of the community. To do this, we must recognize the diverse needs of individuals and respond by striving to provide services and facilities that are accessible to all. As a provider of goods and services, and as an employer, the Municipality of Kincardine is committed to ensuring its goods or services are provided in an accessible manner.

The Municipality of Kincardine will promote accessibility through the development of policies, procedures and practices and by ensuring they consider persons with disabilities. To do so, the Municipality must ensure the policies, procedures and practices address integration, independence, dignity and equal opportunity.

PRINCIPLES

Reasonable efforts will be made to ensure the following:

- (i) That goods or services be provided in a manner that respects the dignity and independence of persons with disabilities.
- (ii) The provision of goods or services to persons with disabilities and others will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the goods or services.
- (iii) Persons with disabilities will be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services.

PROCEDURES AND PRACTICES:

Procedures and practices will strive to reflect or achieve the following:

(i) When communicating with a person with a disability, the Municipality will do so in a manner that takes into account the person's disability.

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- (ii) Persons with disabilities requiring a support person or a service animal should not be restricted in obtaining, using or benefiting from the Municipality's goods or services.
- (iii) Notice is required when facilities or services that people with disabilities rely on to access Municipality of Kincardine goods or services are temporarily disrupted.
- (iv) Training of staff about provision of goods or services to persons with disabilities will facilitate the delivery of those goods or services.
- (v) The public should have an opportunity to provide feedback on the provision of goods or services to persons with disabilities.
- (vi) The public should have the opportunity to be aware of the availability of documents related to this policy.
- (vii) Municipal documents should be available in formats that take in to account a person's disability.
- (viii) Persons with disabilities should be allowed to use their own personal assistive devices to obtain, use or benefit from the goods and services offered by the Municipality.

PROCEDURES

Support Persons

Support person means, in relation to a person with a disability, another person who accompanies him or her in order to help with communication, mobility, personal care or medical needs or with access to goods or services.

The Municipality of Kincardine will ensure that a person with a disability, who is accompanied by a support person, to enter municipal owned and operated public facilities with their support person and will not prevent the person with the disability having access to the support person while on the premises.

The Municipality may require a person with a disability to be accompanied by a support person when on the premises, but only if, after consulting with the person with a disability and considering the available evidence, the Municipality determines that,

- (a) a support person is necessary to protect the health or safety of the person with a disability or the health or safety of others on the premises; and
- (b) there is no other reasonable way to protect the health or safety of the person with a disability and the health or safety of others on the premises.

The Municipality of Kincardine will waive admission fees for support persons who accompany a person with a disability, into facilities where admission is charged.

- (a) The Municipality may require advance notice to facilitate availability, etc.
- (b) Member of public should notify a staff member the presence of the support person.

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(c) If there is confidential information to be disclosed, consent must be received from the person with the disability.

Service Animals

For the purpose of this policy, a 'service animal' is defined as either:

- (i) A "guide dog," as defined in section 1 of the Blind Persons Rights' Act, or
- (ii) A "service animal" for a person with a disability. For the purpose of this policy, an animal is a service animal for a person with a disability,
 - (a) if it is readily apparent that the animal is used by the person for the reasons relating to his or her disability; or
 - (b) if the person provides documentation from a regulated health professional confirming that the person requires the animal for reasons relating to the disability.

The Municipality of Kincardine will ensure that a person with a disability is permitted to enter all Municipality of Kincardine owned and operated public facilities with the service animal and allowed to keep the service animal with him or her unless the service animal is otherwise excluded by law from the area.

If a service animal is excluded by law from the premises, the Municipality will ensure that other measures are available to enable the person with a disability to obtain, use or benefit from the Municipality's goods or services.

Temporary Service Disruptions

If, in order to obtain, use or benefit from a provider's goods or services, persons with disabilities usually use particular facilities or services of the Municipality (i.e. elevator) and if there is a temporary disruption in those facilities or services in whole or in part, the Municipality of Kincardine shall give notice of the disruption to the public.

Notice of the disruption must include information about the reason for the disruption, its anticipated duration and a description of alternative facilities or services, if any, that are available.

Notice will be given by posting the information at a conspicuous place on premises owned or operated by the Municipality, as well as by posting it on the municipal website.

If the Municipality of Kincardine website should expect a temporary service disruption, advance notice shall be provided on the website where possible, keeping with the conditions of the service disruption section of this policy.

Training

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The Municipality of Kincardine shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:

- (a) Every person who deals with members of the public or other third parties on behalf of the Municipality, whether the person does so as an employee, agent, volunteer or otherwise.
- (b) Every person who participates in developing the Municipality's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

The training will include a review of the purposes of the *Accessibility for Ontarians with Disabilities Act* and the requirements of applicable regulations and instruction about the following matters:

- (a) How to interact and communicate with persons with various types of disability, as outlined in this policy.
- (b) How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person, as outlined in this policy.
- (c) How to use equipment or devices available on the Municipality's premises or otherwise provided by the Municipality that may help with the provision of goods or services to a person with a disability.
- (d) What to do if a person with a particular type of disability is having difficulty accessing the Municipality's goods or services.

The training will be provided to each person as soon as practicable after he or she is assigned the applicable duties.

The Municipality of Kincardine will retain records of the training, including details of the training provided, as well as the name of the persons trained, the location of training, and the date of the training.

The Municipality of Kincardine will customize the training going forward, based on the actual experiences of the persons with disabilities in Municipality of Kincardine owned or operated facilities and will provide training on changes to the policies, practices and procedures governing the provision of goods or services to persons with disabilities.

Feedback Process

The Municipality of Kincardine will receive and respond to feedback about the manner in which it provides goods or services to persons with disabilities. The Municipality shall ensure that the feedback process is accessible to persons with disabilities by providing, or arranging for the provision of, accessible formats and communication supports, on request. While the Municipality will provide a form for submitting feedback, it may be provided in person, by telephone, in writing, or by delivering an electronic text by email or on diskette or otherwise

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Should a member of the public wish to provide a suggestion on how to improve provision of goods or services to persons with disabilities:

- (a) Member of the public will inform Clerk of the suggestion, who will discuss with the Manager responsible for the department.
- (b) Staff member will assist member of the public in filling out the form, should they require assistance.
- (c) Member of the public will be notified in a timely manner of how the Municipality of Kincardine will proceed with their suggestion.
- (d) Staff response should include: an explanation of how we will implement the suggestion, a response indicating further investigation or an explanation why we are unable to implement the suggestion.

Should a member of the public wish to make positive feedback regarding provision of goods or services to persons with disabilities:

(a) The feedback will be handled pursuant to the Municipality's Mail Procedure policy.

Should a member of the public wish to make a complaint regarding the provision of goods or services to persons with disabilities:

- (a) The member of the public with the complaint or concern should have a discussion with the Manager of the staff person who was involved in the situation.
- (b) Should the discussion not resolve the complaint or the member of the public is uncomfortable discussing the issue, the member of the public should fill out a complaint form. A staff person can assist the member of the public with the complaint form in a manner that takes into consideration their disability.
- (c) The information to be documented on the complaint form by the member of the public shall include their personal contact information, the date, a description of the complaint, and what the member of the public requests to resolve the complaint.
- (d) The complaint shall be forwarded to the Clerk's Department to be dealt with as set out in the Municipality's Citizen Complaint policy, keeping in mind the principles of this policy when communicating with a person with a disability.

Notice of Availability of Documents

The Municipality of Kincardine will notify persons to whom it provides goods or services that documents associated with this policy are available upon request. This notice will be given by posting the information at a conspicuous place at the Municipal Administration Centre, by posting it on the municipal website, or by such other method as is reasonable in the circumstances.

Format of Documents

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Should the Municipality of Kincardine be required to give a copy of a document to a person with a disability, the Municipality shall give the person the document, or the information contained in the document, in a format that takes into account the person's disability.

Material printed in-house and publications produced on behalf of The Corporation of the Municipality of Kincardine should contain a note indicating, "alternate formats are available upon request" and include relevant contact information.

The Municipality of Kincardine and the person with a disability will try to agree upon the format to be used for the document or information, subject to feasibility requirements of this policy.

Alternative formats that should be considered by the Municipality of Kincardine and the person with the disability will include, but are not limited to:

(i) Print Requests:

Requests for alternative formats should be honoured in the most practical manner depending on the media chosen, the size and complexity of the document, the quality and source of the documents, the feasibility of the request (including the cost) and the number of documents to be converted. It should be noted that when request for one of these formats is received and deemed feasible, staff should make every attempt to respond to the request in the most practical manner and to the satisfaction of the requestor. If it is determined that the format requested is not feasible, then other alternative methods of providing the information should be explored that will still meet the needs of the requestor (e.g. Audio CD or explaining the information verbally etc.).

- (a) Staff members receives request from member of the public for alternative format.
- (b) Employee fills out alternative format request form.
- (c) Forwards request to the responsible Manager.
- (d) The responsible Manager and the Clerk will determine feasibility, and
 - i) if feasible, proceed with alternative format request;
 - ii) if not feasible; contact individual with feasible solution.

(ii) ASL Interpreter Request:

- (a) Employee receives request from public for ASL Interpreter.
- (b) Employee fills out alternative format request form.
- (c) Forwards request to the responsible Manager.
- (d) The responsible department contacts Canadian Hearing Society to make request.
- (e) Once Canadian Hearing Society confirms attendance of ASL Interpreter, the

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responsible department contacts individual.

(f) If ASL Interpreter is not available, individual will be contacted with an alternative solution.

Feasibility will be determined based upon cost in relation to size of document and time associated with processing document requests.

The time frame attached to the conversion process varies depending on the media chosen, the size, complexity, quality of source documents and number of documents to be converted. Documents shall be returned in a timely manner depending on the factors previously noted.

Conversion shall be processed in-house wherever possible. When a member of the public requests a record of the Municipality in a multiple format, the department of origin shall be responsible for the cost of the conversion, materials and distribution, not the public requestor.

In-house printing, where possible, should adhere to the CNIB's Clear Print Standards.

Assistive Devices

The Municipality of Kincardine will allow persons with disabilities to use their own personal assistive devices to obtain, use or benefit from the goods or services offered by the Municipality of Kincardine.

Should a person with a disability be unable to access the Municipality's goods or services through the use of their own personal assistive device, the Municipality of Kincardine will ensure the following steps are taken:

- (a) Determine if service is inaccessible, based upon individual requirements.
- (b) Assess service delivery and potential service options to meet the needs of the individual.
- (c) Notify person with disability of alternative service and how they can access the service, temporarily or on a permanent basis.

Contact Information

For more information about this policy, or questions related to accessibility at the Municipality of Kincardine, please contact us:

Clerk Municipality of Kincardine 1475 Concession 5 RR # 5 Kincardine, ON N2Z 2X6

Phone: 519.396.3468 Fax: 519.396.8288

Email: clerk@kincardine.net

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Links

Customer Service Standard, Ontario Regulation 191/11: https://www.ontario.ca/laws/regulation/110191#BK152

Accessibility for Ontarians with Disabilities Act, 2005: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

Ministry of Community and Social Services:

http://www.mcss.gov.on.ca/mcss/english/pillars/accessibilityOntario

AccessON: www.accesson.ca

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POLICY

POLICY NO.: GG.3.9

SECTION: GENERAL GOVERNMENT – CLERK

TITLE/SUBJECT: INTEGRATED ACCESSIBILITY STANDARDS

ADOPTED DATE: April 17, 2013

REVISION DATE:

Purpose:

Under the Accessibility for Ontarians with Disabilities Act, 2005 all public and private sector organizations must meet the requirements of accessibility standards established by Regulation. This Policy establishes the Integrated Accessibility Standards in the areas of Employment, Information and Communication and Transportation for the Municipality of Kincardine in accordance with Ontario Regulation 191/11 and with the Ministry of Community and Social Services intent to "streamline, align and phase-in accessibility requirements and allow for progress on accessibility and reduce the regulatory burden for obligated organizations". This Regulation came into force July 1, 2011.

Scope:

This Policy has been drafted in accordance with the Regulation and addresses how the Municipality of Kincardine achieves accessibility through meeting the Regulation's requirements. It provides the overall strategic direction that we will follow to provide accessibility supports to Ontarians with disabilities.

The requirements of the Regulation include:

- (a) Establishment, implementation, maintenance and documentation of a Multi-Year Accessibility Plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under the Regulation;
- (b) Incorporation of accessibility criteria and features when procuring or acquiring goods, services or facilities;
- (c) Training; and
- (d) Other specific requirements under the Information and Communication, Employment and Transportation Standards.

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Policy Statement and Organizational Commitment

The Municipality of Kincardine is committed and guided by the four core principles of Dignity, Independence, Integration and Equal Opportunity and supports the full inclusion of persons as set out in the Canadian Charter of Rights and Freedoms and the Accessibility for Ontarians with Disabilities Act. 2005.

The Municipality of Kincardine shall use every effort to ensure that we meet the needs of people with disabilities, in a timely manner, through the implementation of this Policy.

Definitions

Accessible Formats may include, but are not limited to, large print, recorded audio and electronic formats, Braille and other formats usable by persons with disabilities.

Accommodation means the special arrangement made or assistance provided so that persons with disabilities can participate in the experiences available to persons without disabilities. Accommodation will vary depending on the persons' unique needs.

Communication Supports may include, but are not limited to, captioning, alternative and augmentative communication supports, plain language, sign language and other supports that facilitate effective communications.

Communications means the interaction between two or more persons or entities, or any combination of them, where information is provided, sent or received.

Conversion Ready means an electronic or digital format that facilitates conversion into an accessible format.

Information includes data, facts and knowledge that exists in any format, including text, audio, digital or images, and that conveys meaning.

Internet Website means a collection of related web pages, images, videos or other digital assets that are addressed relative to a common Uniform Resource Identifier and is accessible to the public.

Mobility Assistive Device means a cane, walker, wheelchair, scooter of similar aid.

New Internet Website means either a website with a new domain name or a website with an existing domain name undergoing a significant refresh.

Redeployment means the reassignment of employees to other departments or jobs within the organization as an alternative to layoff, when a particular job or department has been eliminated.

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Unconvertible means:

- If it is not technically feasible to convert the information or communications;
- The technology to convert the information or communications is not readily available.

Web Content Accessibility Guidelines means the World Wide Web Consortium recommendation, dated December 2008, and entitled "Web Content Accessibility Guidelines 2.0".

General Provisions

Multi-Year Accessibility Plan

The Municipality of Kincardine Multi-Year Accessibility Plan outlines a phased-in strategy to prevent and remove barriers and addresses the current and future requirements of the Accessibility for Ontarians with Disabilities Act, 2005. The Municipality of Kincardine will report annually on the progress and implementation of the Plan, post the information on the Municipality's website and will provide it in alternative formats upon request. The Plan will be reviewed and updated at least once every five years.

Procuring or Acquiring Goods, Services or Facilities

The Municipality of Kincardine will use accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is not practical to do so (in which case, if requested we will provide an explanation).

Training

The Municipality of Kincardine will ensure that training is provided to all employees and regular fee-for-service staff on the requirements of the accessibility standards referred to in the Regulation and on the Human Rights Code as it pertains to persons with disabilities. Training will be provided as soon as practicable. If any changes are made to this Policy or the requirements training will be provided. The Municipality of Kincardine shall maintain a record of the dates when training is provided and the number of individuals to whom it was provided.

Information and Communication Standard

The Municipality of Kincardine will create, provide and receive information and communications in ways that are accessible to people with disabilities.

If the Municipality of Kincardine determines that it is not technically feasible to convert the information or communications or the technology to convert the information or communication is not readily available, we will be obligated to provide the person that requires the information with:

(a) An explanation as to why the information and communications are unconvertible; and

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(b) A summary of the unconvertible information or communications.

Emergency Information

If the Municipality of Kincardine prepares emergency procedures, plans or public safety information and makes the information available to the public, we shall provide the information in an accessible format or with appropriate communication supports, as soon as practicable, upon request.

Feedback

The Municipality of Kincardine has a process in place for receiving and responding to feedback and will ensure that those processes are provided in accessible formats and with communication supports upon request. The Municipality of Kincardine will notify the public about the availability of accessible formats and communication supports.

Accessible Formats and Communication Supports

The Municipality of Kincardine shall be obligated to provide or arrange for accessible formats and communication supports for persons with disabilities:

- (a) Upon request in a timely manner that takes into account the persons accessibility needs due to a disability;
- (b) At a cost that is no more than the regular cost charged to other persons;
- (c) Consult with the person making the request and determine suitability of an accessible format or communication support;
- (d) Notify the public about the availability of accessible formats and communication supports.

Website Accessibility

The Municipality of Kincardine has made their internet website and web content conform to the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 Level A. By January 1, 2014 any new web content will conform to WCAG 2.0 Level A. By January 1, 2021 all internet website and web content will conform to WCAG 2.0 Level AA.

Employment Standard

The Employment Standard builds upon the existing requirements under the Ontario Human Rights
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Code in relation to how to accommodate individuals with disabilities throughout the job application process and the employment relationship. It applies in respect to employees and does not apply to volunteers and other non-paid individuals.

The requirements of the Employment Standard shall be met by the Municipality of Kincardine by January 1, 2014 unless otherwise specified.

Recruitment

The Municipality of Kincardine shall notify employees and the public about the availability of accommodations for applicants with disabilities:

- (a) During the recruitment process when job applicants are individually selected to participate in an assessment or selection process;
- (b) If a selected applicant requests an accommodation, the Municipality of Kincardine shall consult with the applicant and provide or arrange for the provision of a suitable accommodation that takes into account the applicant's disability;
- (c) Notify successful applicants of the policies for accommodating employees with disabilities.

Employee Notification

In addition and where an employee with a disability requests it, the Municipality of Kincardine will consult with the employee to provide or arrange for the provision of accessible formats and communication supports for:

- (a) Information that is needed in order to perform the employee's job;
- (b) Information that is generally available to employees in the workplace; and
- (c) Consult with the employee making the request in determining the suitability of an accessible format or communication support.

Accessible Formats

In addition and where an employee with a disability requests it, the Municipality of Kincardine will consult with the employee to provide or arrange for the provision of accessible formats and communication supports for:

(a) Information that is needed in order to perform the employee's job;

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- (b) Information that is generally available to employees in the workplace; and
- (c) Consult with the employee making the request in determining the suitability of an accessible format or communication support.

Individual Accommodation Plan

The Municipality of Kincardine shall have in place a written process for the development of a documented Individual Accommodation Plan for employees with a disability. Process to include:

- (a) The employee's participation in the development of the Individual Accommodation Plan.
- (b) Assessment on an individual basis;
- (c) Identification of accommodations to be provided;
- (d) Timelines for the provision of accommodations;
- (e) The Municipality of Kincardine may request an evaluation by outside medical or other expert, at our expense, to assist with determining accommodation and how to achieve accommodation;
- (f) Employee may request the participation of a representative from their bargaining agent, where represented, or otherwise a representative from the workplace not from a bargaining agent;
- (g) Steps taken to protect the privacy of the employee's personal information;
- (h) Frequency with which the Individual Accommodation Plan will be reviewed and updated and the manner in which it will be done;
- (i) If denied, the reasons for denial are to be provide to the employee;
- (j) A format that takes into account the employee's disability needs;
- (k) If requested, any information regarding accessible formats and communication supports provided;
- (I) Identification of any other accommodation that is to be provided.

Return to Work

The Municipality of Kincardine will have in place a return to work process for employees who have been absent from work due to a disability and require disability-related accommodation in order to return to work. Such processes must be documented and must outline the steps that the

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Municipality of Kincardine will take to facilitate the return to work and include an Individual Accommodation Plan.

Performance Management, Career Development and Advancement and Redeployment

The Municipality of Kincardine will take into account the accommodation needs and individual accommodation plans of employees when:

- (a) Using performance management processes;
- (b) Providing career development and advancement information;
- (c) Using redeployment procedures.

Workplace Emergency Response Information

The Municipality of Kincardine shall provide individualized workplace emergency response information to employees who have a disability:

- (a) If the disability is such that the individualized information is necessary and the employer is aware of the need for accommodation due to the employee's disability;
- (b) If the employee who receives an individual workplace emergency response information requires assistance, and with the employee's consent, the Municipality of Kincardine shall provide the workplace emergency information to the person designated by the Municipality of Kincardine to provide assistance to the employee;
- (c) As soon as practicable after becoming aware of the need for accommodation due to the employee's disability;
- (d) Review the individualized workplace emergency response information when the employee moves to a different location in the organization, when overall accommodations needs or plans are reviewed and when the employer reviews its general emergency response policies.

Transportation Standards

The Transportation Standard will make it easier for people to travel in Ontario, including persons with disabilities, older Ontarians and families travelling with children in strollers. The Municipality of Kincardine will:

(a) Ensure taxicabs do not charge a higher fare or additional fee to persons with disabilities;

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- (b) Ensure taxicabs do not charge a fee for mobility assistive devices;
- (c) Ensure taxicabs have appropriate information displayed on the rear bumper and business cards available in an accessible format;
- (d) Ensure contracted Specialized Transportation Service Providers are aware of their obligations to comply with the Accessibility for Ontarians with Disabilities Act, 2005 and its Regulations.

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APPENDIX D

POLICY GG.2.17

APPENDIX "E"

MUNICIPALITY OF KINCARDINE

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Municipality of Kincardine is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises.

ALL CONTRACTORS/SUPPLIERS SHALL:

- Demonstrate establishment and maintenance of health and safety program with objectives and standards
 consistent with applicable legislation. This information will be documented in a meeting where at least one
 representative of the municipality and contractor are in attendance.
- 2. Submit a copy of past accident records and Workers' Compensation Board Number.
- 3. Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.
- 4. Ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
- 5. Upon request at any time from award to completion of contract, submit proof of fulfilment of above responsibilities. This proof may but is not limited to a copy of the organization's own Health & Safety Policy, copies of training sessions, copies of logs documenting training/discussions.
- 6. Must comply with Workplace Safety Insurance Board (WSIB) premiums.
- 7. The Contractor/Supplier shall sign-off on the corporate occupational health & safety form stating his agreement to comply.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

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APPENDIX E

POLICY GG.2.17

APPENDIX "F"

MUNICIPALITY OF KINCARDINE

NOTICE TO BIDDERS

In accordance with Policy GG.2.17 Purchasing and Procurement the following information is required to be obtained prior to the final awarding of the contract to the successful bidder:

- Clearance Certificate or Letter of Independent Contractor Status issued by the Workplace Safety Insurance Board (WSIB) directly to the Municipality
- 2. Certificate of Insurance naming the Municipality as an additional insured and evidencing Liability Insurance in an amount of not less than \$2,000,000 (\$2 Million) as well as showing all other types and limits of insurance issued by their broker/insurer directly to the Municipality (to be obtained upon each expiry)
- 3. Signed copy of the Municipality of Kincardine Occupational Health & Safety Compliance form.

In accordance with the above policy, the following information is required to be obtained before work can commence/continue. Failure to provide this information will result in stoppage of work.

- 4. Clearance Certificate issued by the Workplace Safety Insurance Board (WSIB) directly to the municipality at intervals of 60 days from first issuance.
- 5. Certificate of Liability Insurance as above for the current policy and for each renewal period.

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POLICY GG.2.17

APPENDIX "G"

MUNICIPALITY OF KINCARDINE

OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE FORM

I have read Appendix E of Policy #Go of Occupational Health and Safety" a		Notice to All Contractors, Corporate Statement
Contractor's Name	 Date	

Return Address Label (Pleas	se affix this page to the front of your sealed envelope.)		
FROM:			
Contact:			
DELIVER TO: Clerk's Department Municipality of Kincardine Municipal Administration Centre 1475 Concession 5, RR#5 Kincardine, ON N2Z 2X6			
SEALED BID Number: R.F.P. 2017 C.L.E 01 Description: Professional Maintenance Services at the former W.E. Thompological Closing Date: Wednesday August 28, 2017 3:00:00 p.m. EDT Late Bids will NOT be accepted – NO EXCEPTIONS!	Date & Time Received:		
	Staff Initial:		



Box 267, 5 Ontario Rd. Walkerton, ON NOG 2V0

(519)881-2205 / (800)461-1694 Fax: (519)881-3776 24 Hour Pager: (519)881-5849 www.weilerscleaning.com

December 9, 2019

Municipality of Kincardine RR 5 Kincardine, On N2Z 2X6

Attention: Jennifer White

Dear Jennifer:

Re: Bruce Power Training Centre

705 Princes Street Kincardine, ON

Please accept the following as our quote for renewal of our contract for the period January 1, 2020 to January 10, 2025 (5 years)

Janitorial Contract effective January 1st, 2020 Includes snow and grass maintenance All consumables/cleaning supplies will be charged as extra. \$6,677.00/month

Periodicals:

Carpet Cleaning \$1,959.00/time Floor Stripping and Waxing \$1,515.00/time

Hourly Rate for miscellaneous duties (minimum 3 hour charge)

\$33.50/hour

Cost of living annual increase of 2% per year for years 2021 to 2024.

Please Note: Above pricing is subject to H.S.T. WSIB Clearance Certificate and proof of \$5 million liability insurance are available on acceptance of quote.

Sincerely,

athy Weiler

Kathy Weiler, President (<u>kathy@weilerscleaning.com</u>)

Weiler's Cleaning & Restoration Ltd.

