



THE CORPORATION OF TOWNSHIP OF SOUTH GLENGARRY

**REQUEST FOR QUOTATION
NO. 22-2021**

**MAINTENANCE AND CLEANING SERVICES
Issued October 25, 2021**

CLOSING DATE for submission of Quote is 1:00 p.m. November 12, 2021

**Hard Copy quotation can be submitted to:
ATTN: Kelli Campeau
The Township of South Glengarry
6 Oak Street, Lancaster, ON
K0C 1N0**

OR

**Electronic Copy of the quotation can be submitted at:
kcampeau@southglengarry.com**

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

The Township of South Glengarry is seeking quotes from proponents interested in providing **Maintenance and Cleaning Services** for December 1, 2021- December 1, 2023. Please consider this document a formal request for quote (RFQ). Responses to this RFQ are to be used to determine the best qualified proponent for these services and will be the basis for negotiating a contract. The contract may be extended for one (1) year at a time, up to two (2) additional consecutive years if the performance of the proponent so warrants. Renewal will be the option of The Township of South Glengarry.

1.1.2 Respondent must be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Township. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “respondent”. The respondent will be responsible for the performance of the Deliverables.

1.1.3 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact(s)” will be:

Kelli Campeau- Director of Corporate Services/Clerk

**Township of South Glengarry
P.O. Box 220, 6 Oak St
Lancaster, ON K0C1N0**

**Telephone: (613) 347-1166 ext. 2102
Fax: (613) 347-3411**

E-mail: KCampeau@southglengarry.com

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.2 Contract for Deliverables

1.2.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix B) (the “Agreement”).

1.2.2 Term of Contract

Should both parties agree, this contract may be extended for two (2) additional one (1) year contracts. Both parties will negotiate pricing details for the extend term.

1.3 RFQ Timetable

1.3.1 Key Dates

Issue Date of RFQ	Monday, October 25th, 2021
Deadline for Questions	Friday, November 5th, 2021
Deadline for Issuing Addenda	Friday, November 5th, 2021
Submission Deadline	Friday, November 12th, 2021

The RFQ timetable is tentative only and may be changed by the Township at any time.

1.4 Submission Instructions

1.4.1 Quotations to be Submitted at Prescribed Location

Hard Copy quotation can be submitted to:

**The Township of South Glengarry
6 Oak Street, Lancaster, ON
K0C 1N0**

OR

Electronic Copy of the quotation can be submitted at: kcampeau@southglengarry.com

1.4.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be **rejected**

1.4.3 Quotations to be Submitted in Prescribed Format

Respondents shall **either** submit 1 hard copy of their quotation to the prescribed location or 1 electronic copy to the prescribed email address. Submissions received after the submission deadline will not be accepted. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent.

1.4.4 Amendment of Quotations

Respondents may amend their Quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.4.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Township is under no obligation to return withdrawn Quotations.

End of Part 1

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Township will conduct the evaluation of Quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be **rejected**. The mandatory submission requirements are set out in the RFQ Particulars (Appendix A).

2.3 Stage II– Pricing

Stage II will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in the RFQ Particulars. The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the Township may reject the quotation. The Township may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables.

End of Part 2

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their Quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements either as part of its quotation or after receiving notice of selection, may be **disqualified**.

All Quotations are to be in English only.

3.1.2 Past Performance

In the evaluation process, the Township may consider the respondent's past performance or conduct on previous contracts with the Township or other institutions.

3.1.4 Information in RFQ Only an Estimate

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.5 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.6 Quotation to be Retained by the Township

The Township will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.7 Volume of Work

The Township intends to award this RFP to a Proponent that can be available 20 hours a week from 6:30 a.m. to 10:30 am Monday to Friday with the possibility of additional hours if required and approved by management.

3.1.8 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Township is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.1.9 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Township.

3.1.10 Post-Deadline Addenda and Extension of Submission Deadline

If the Township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Township may extend the Submission Deadline for a reasonable period of time.

3.1.11 Verify, Clarify, and Supplement

When evaluating Quotations, the Township may request further information from the respondent or in order to verify, clarify or supplement the information provided in the respondent's quotation. The Township may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.1.12 Notification and Debriefing

3.1.13 Notification to Other Respondents

The awarded agreement will be posted on the Municipal Website.

3.1.14 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

3.2 Conflict of Interest and Prohibited Conduct

3.2.7 Conflict of Interest

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the Township in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent’s other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.2.8 Disqualification for Conflict of Interest

The Township may disqualify a respondent for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Township may be precluded from participating in the RFQ process in instances where the Township has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the

information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.2.9 Disqualification for Prohibited Conduct

The Township may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Township determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.2.10 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest.

3.2.11 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.2.12 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.2.13 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Township; deceitfulness; submitting Quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.2.14 Confidential Information of the Township

All information provided by or obtained from the Township in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the respondent to the Township immediately upon the request of the Township.

3.2.15 Confidential Information of Respondent

A respondent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of Quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.2.16 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding Quotations for consideration by the Township and may result in an invitation by the Township to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Township by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services

3.2.17 Non-Binding Price Estimates

While the pricing information provided in Quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township to enter into an agreement for the Deliverables.

3.2.18 Cancellation

The Township may cancel or amend the RFQ process without liability at any time.

End of Part 3

PART 4 – RFQ Particulars- Appendix A

4.1 The Deliverables

There will be a non-mandatory site visit at the Main Office located at 6 Oak Street, Lancaster ON on Tuesday, November 9, 2021 at 3:00p.m. Please advise the RFQ contact if you wish to participate in the site visit. kcampeau@southglengarry.com

General maintenance:

- Lighting repairs and maintenance (i.e., changing bulbs, installing ballasts).
- Minor plumbing repairs and maintenance (i.e., toilet tank consumables).
- Cleaning and general maintenance.
- Minor facility repairs (i.e., install/repair doorknobs, air conditioner filters replaced).
- General and preventative maintenance, as required.
- Other assistance as requested by the Township.
- Moving large items, lifting over 50lbs
- Some small landscaping

Cleaning services will include the following: Daily:

- Empty wastebaskets and kitchen garbage cans. Bag trash and put into dumpster.
- Clean and disinfect all sinks and toilet bowls.
- Refill soap, toilet tissue, paper towels, and paper towel dispensers.
- Vacuum high traffic areas.
- Mop vinyl floors, where high traffic areas are.

Weekly:

- Vacuum all carpeted floors.
- Clean and mop all vinyl floors.
- Dust furniture and equipment (polish, wipe down shelves, desks, etc.).
- Wash glass front doors inside and out including individual office door windows.
- Wash doorjambs, woodwork and light switches to remove fingerprints.
- Clean kitchen or break area thoroughly, scrub sink, and wash tables.
- Polish/clean Board, Executive Conference rooms & workshop/resource room tables.

Monthly:

- Wash all windows inside and outside including cleaning of windowsills.
- Wash/dust walls, baseboards, windowsills, ceilings fans, light fixtures, light switches, electrical plates, and verticals/blinds.
- Vacuum/clean air duct and grilles. Replace filters
- Polish wood furniture and clean metal furniture and file cabinets.

Bi-Annually:

- Full carpet shampooing.
- Strip, wash, wax and buff all floors.
- Thorough cleaning of all bathrooms (walls, fixtures and floors)

Annually:

- All chairs (fabric, vinyl, and plastic) cleaned thoroughly.

Bi-annual and Annual cleaning will be coordinated with Corporate Services Dept. Manager will notify appropriate staff as the schedules are developed.

4.1.1 **BUILDING ACCESS AND GENERAL INFORMATION**

Generally, access to the buildings may be made between 6:30 a.m. and 4:00 p.m. Monday to Friday. Operating hours are 8:30 a.m. to 4:00 p.m.

Square footage of Municipal Office is 7700 square feet.

Use of personal Vehicle may be required to pick up Materials as seen fit. Mileage will be outlined in Contract. Although the Township of South Glengarry has a number of tools available, said proponent would be required to have a tool library of their own.

Required Documentation

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than **\$2,000,000 per occurrence / \$2,000,000 annual aggregate** for any negligent acts or omissions with regards to work relating to this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contract liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of South Glengarry as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile Insurance

Automobile insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering Third Party liability for bodily injury, death and damage to property with a limit of **not less than \$2,000,000 inclusive for each and every loss.**

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

It is further noted that any and all deductibles applicable to the above noted insurance policies shall be the sole responsibility of the contractors and the Township shall not be liable for any deductibles.

Workers' Compensation Coverage

The successful contractor shall comply with the regulations of the Workplace Safety & Insurance Board (WSIB) of Ontario. The Contractor shall provide proof of WSIB coverage to the Township prior to the commencement of work.

Accessibility

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* 2005, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of South Glengarry, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

HEALTH AND SAFETY POLICY

Contractors

1. This classification is external to the Township of South Glengarry and includes all those individuals or organizations who work on a contract or tendered work.
2. The health and safety responsibilities attached to this classification include the following:
 - a) Demonstrate the existence and establishment of a health and safety program, with standards and objectives consistent with applicable legislation of the *Occupational Health and Safety Act*.
 - b) Contractors will include health and safety provisions in their management system to maintain a high level of health and safety.
 - c) Ensure the workers in their employ are trained and knowledgeable about work hazards and safe work practices as it applies to personal protective equipment.
 - d) Ensure the workers have the skills and training for the proper procedures in

reporting accidents/incidents and near misses to their supervisor.

- e) Ensure they are knowledgeable and understand the Health and Safety Policy and Procedures of the Township of South Glengarry.
- f) Provide training to workers as it applies under the *Occupational Health and Safety Act* to contract and tendered work and demonstrate proof that such training exists.

INFORMATION TO BIDDERS/CONTRACTORS

Regulations

The Contractor shall abide, if applicable, by the requirements of the *Industrial Standards Act, Employment Standards Act, Occupational Health and Safety Act*, and any other Acts or By-Laws which are relative to the performance of the work.

Negotiations

A contract will be negotiated with the first ranked Proponent, and if negotiations are successful, that Proponent will be recommended to the Township of South Glengarry for award. In the event negotiations are not successful, negotiations with that Proponent will be terminated and negotiations begun with the second ranked Proponent and so forth until negotiations are successfully completed to the satisfaction of The Township of South Glengarry or until all acceptable quotes have been rejected.

Notification of Award

Upon conclusion of final negotiations with the successful Proponent, all Proponents will be notified in writing of their status. The final award decision will be made no later than November 15th, 2021 and contract negotiations may commence any time following that date.

Termination

The Corporation may terminate any contract awarded under this RFQ for any reason whatsoever, by giving thirty (30) calendar days written notice to the Successful Proponent of such intent. The Successful Proponent shall not be entitled to any monetary compensation for work done following the notification period.

Notwithstanding any other provision in any contract awarded under this RFQ, at the option of the Corporation, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Successful Proponent, in the event that the Successful Proponent:

- (i) declares its inability to pay debts as they generally become due;
- (ii) is adjudged or adjudicated bankrupt or insolvent;

- (iii) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
- (iv) withholds any funds payable to the Corporation or information from the Corporation;
- (v) abandons the Work under this Contract;
- (vi) disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Corporation;
- (vii) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Corporation; or
- (viii) repeatedly fails to adhere to the terms of any contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.

In the event that the Corporation exercises their right to terminate the Contract then the Successful Proponent shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Corporation.

Appendix B– See attached Agreement

APPENDIX C- Bidder Information Form, Reference List and Documents

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.

Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

Reference List

Provide three (3) references of other organizations for which you are currently or have supplied Stone Dust or similar requirement of this RFQ.

Organization Name	Contact Name	Contact Title	Contact Number	Phone	Description of Work

Documents

It is your responsibility to make sure the Township of South Glengarry can open and view your bids.

Please submit the following documents:

- Proof of Insurance (certificate of insurance)
Such insurance shall add Corporation of the Township of South Glengarry as Additional Insured and include a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.
- WSIB Certificate
- Proof of Driver's License

Appendix D- Pricing List

Location	Hourly Price	Total
6 Oak Street, Lancaster ON K0C 1N0		20 Hours per week 6:30 a.m. to 10:30 a.m.
		Subtotal:

Bid Form	Amount
Pricing From	
HST (13%)	\$
Total Contract Amount:	\$ week.