

P.O. Box 1120, Sundridge, ON P0A 1Z0 28 Municipal Lane 705-384-5819 Fax 705-384-5892 www.strongtownship.com

Township of Strong Cleaning Contract

This Cleaning Contract (the	e "Agreement") made effective this	day of
BETWEEN:		
Cor	rporation of The Township of Strong (herein, the Township),	
	And	
	(herein, the Contractor).	

1.0 PREAMBLE

The purpose of this contract is to provide a framework for the expectations of the Township in the achievement of securing a contractor to provide cleaning services of the Townships Administration Office, JBC Office and Public Works Garage Office/Lunchroom/Washroom.

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

2.0 BACKGROUND

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

3.0 RESPONSIBILITIES

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

3.1 Responsibilities of the Contractor

- **3.1.1** The Contractor shall faithfully perform the duties listed within Schedule A to this Agreement on a fee for service basis in accordance with the terms of this Agreement.
- 3.1.2 The duties in this Agreement shall include all labour and services necessary for the execution and completion, to the Townships satisfaction, of the cleaning and housekeeping herein specified the Administration Office/Council Chambers, Joint Building Committee Office, Public Works Garage Office/Lunchroom, plus common areas including bathrooms.
- **3.1.3** The Contractor agrees that cleaning of the building shall be performed once weekly after normal work hours, except times when meetings are held, as communicated by the Township. The cleaning contract shall be capped at a maximum of 6 hours per week, unless otherwise approved by the Township.
- **3.1.4** The Contractor agrees to notify the Township of any proposed deviations from the regularly scheduled and agreed upon time identified in Clause 3.1.3. Notification shall be provided a minimum of 48 hours in advance.
- **3.1.5** The Contractor agrees to notify the Township as soon as possible when any of the stock/supplies need to be replaced.
- **3.1.6** The Contractor agrees to complete a weekly checklist of duties completed.
- **3.1.7** The Contractor agrees to timely and effective communication with the Township representative on matters related to this agreement.
- **3.1.8** The Contractor agrees to be held responsible for all damage which occurs to any Township equipment during this work due to faulty operation or usage.
- 3.1.9 The Contractor agrees to be held responsible for any damage to the building or its contents which may occur during the carrying out of the duties listed in Schedule A where such damage may be attributable to the use of equipment or materials of all kinds on the part of the Contractor or the Contractor's employees, agents or invitees or for any other type of damage caused by the Contractor, its agents, employees, and/or invitees. Damage shall be made good to the satisfaction of the Township.
- **3.1.10** Prior to leaving the Township buildings unattended, the Contractor agrees that it shall ensure that all exterior doors are locked, and the alarm system is armed as instructed by the Township. Without limiting any other condition in this contract, the Contractor

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

3.2 Responsibilities of the Township

- **3.2.1** The Township agrees to notify the Contractor of any Special Events at the Township buildings that may require a change to the regularly established cleaning schedule. The Township will make best efforts to provide a minimum of 24 hours' notice, except in an emergency.
- **3.2.2** The Township agrees to provide regular inspections of the work completed by the Contractor after each cleaning and shall notify the contractor of any deficiencies documented.
- **3.2.3** The Township agrees to supply all hand soap, paper towels, garbage bags, and toilet tissue or other necessary supplies required.

4.0 PAYMENTS

- **4.1** The Township and the Contractor agree that the Contractor shall provide the services in Schedule A.
- 4.2 The Contractor agrees to provide a monthly invoice for the services rendered in the preceding month. For clarification, this shall be interpreted to mean, as example, that in the month of August the Contractor shall provide the Township with an invoice for services rendered in the month of July, and so on, and submitted by date set out by the Township.
- 4.3 The Township agrees to provide a cheque/EFT to the Contractor in the amount specific in Clause 4.1 within 30 days of receipt of the invoice. The cheque/EFT shall be made payable to the Contractor in the name noted in this Agreement.
- 4.4 The Contractor acknowledges and agrees that if the Contractor fails to provide the cleaning services required under this Agreement on weekly basis as stipulated in Clause 3.1.3, then the Township may take such action as termination of contract.

5.0 LIABILITIES AND INSURANCE

5.1 Insurance

The Contractor agrees to provide to the Township and maintain Commercial/Comprehensive General Liability insurance subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

5.2 Bonding/Background Check

The Contractor agrees to provide proof of bonding for themself and/or its employees through the Municipal Insurance Policy and provide a Police Background Check at your own expense. for the duration of this contract.

5.3 Indemnification

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

5.4 Workers Compensation

The Contractor agrees to provide verification to the Township of current and active Workers Compensation or a Clerance Certificate.

6.0 TERM

6.1 The term of this Agreement shall be for a period of approximately three (3) years, commencing on the _____ day of July 2025 and ending on the _____ day of July 2028. The parties may extend this Agreement with written consent agreeable by both parties.

7.0 TERMINATION

7.1 Termination by the Township or the Contractor

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

7.2 Termination by the Township

7.2.1 Upon the occurrence of any of the following events:

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

the breach given the nature of same).

- ii. Material breach of any of the conditions herein contained.
- **7.2.2** Then the Township may, at its option, and in addition to and without prejudice to all rights and remedies of the Township available to it either:
 - by any other provision of this contract or by statute or the general law, either terminate this contract by giving the Contractor ten (10) days prior written notice of the termination; or

7.2.3 No compensation by the Township

In the event of early termination by the Contactor pursuant to Clause 7.1 of this Agreement, or by the Township pursuant to Clause 7.2.1 and/or Clause 7.2.2 of this Agreement, the Township shall not compensate the Contractor in any way.

8.0 Preamble

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

8.1 Instrument in Writing

Notwithstanding Clause 8.2, this Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

8.2 Entirety of Agreement

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

8.3 Grammar

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

8.4 Assignment

This Agreement shall not be assignable by either party.

8.5 Force Majeure

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

8.6 Headings

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

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8.7 Governing Law

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

8.8 Relationship of Parties

Nothing in this Agreement shall create a partnership, joint venture, employment, or any other relationship between the Township and the Contractor, than that which is explicitly detailed in this Agreement. Neither party shall be liable, except as otherwise expressly provided herein, for the other party's obligations or liabilities.

8.9 Notices

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

To the Township:

Clerk Administrator
Caitlin Haggart
PO Box 1120
28 Municipal Lane
Sundridge, ON
P0A 1Z0
clerk@strongtownship.com

To the Contractor:	
Attention:	
Company Name:	
Street Address:	
Town/Province:	
Postal Code:	

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

8.10 Confidentiality

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

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8.11 Validity

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

8.12 Waiver

Attached hereto is my proof of bonding.

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

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

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

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

Dated this day of	<u> </u>
Name, Witness for Contractor	Name, Contractor
Signature, Witness for Contractor	Signature, Contractor I have the Authority to bind the corporation
Name, Witness for the Township	Name, Township Representative
Signature, Witness for the Township	Signature, Township Representative



Cleaning Contract Proposal

I have read and understand the specifications of this proposal application, and the attached contract document (Agreement) and agree to the stipulated conditions. Enclosed herewith is my evidence of bonding, employment references and background check My proposal for this contract is \$_____/hour + HST, making a total of \$____ per hour for a three-year period commencing July _____, 2025, and ending July _____, 2028, an extension can be granted with the Township's approval. Date Signature Please print: Name of Company/Contractor: Address ______ (including postal code) Telephone Number _____ E-mail address: Names of Employees cleaning the Township of Strong buildings. This list may be updated during the Term of the contract by written notice to the Township by the Contractor:

NOTES:

- 1) Sealed proposals will be accepted until 4:00 p.m., on Friday, July 18th, 2025.
- 2) Lowest or any tender not necessarily accepted.

Reference Contacts

The following three references are provided to permit the Township of Strong to contact the references regarding the cleaning capabilities, thoroughness, and general acceptability of past work.

References

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

Schedule 'A'

1. Weekly Standard Practices

a. General Office Areas (Upper and Lower Levels)

- i. Vacuum carpets.
- ii. Remove spots on carpets, if possible, as required. Spots which cannot be removed by normal means shall be reported to the Township.
- iii. Sweep/vacuum stone and tile floors.
- iv. Empty garbage bins and place garbage bag(s) in upstairs washroom for Operation's Staff to remove.
- v. Empty and place contents of all blue boxes and place bag in upstairs washroom for Public Works Staff to remove.
- vi. Dust counters and tables.

b. Kitchen and Council Chambers/Meeting Area

- i. Sweep/vacuum floor.
- ii. Wash/mop floor.
- iii. Clean table and chairs.
- iv. Empty garbage and place garbage bag in upstairs bathroom for Operation's Staff to remove.
- v. Clean kitchen counters, stove top, sink and appliances.

c. Washrooms (Upper and Lower Levels)

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

d. Stairwells

i. Sweep/vacuum floors and steps.

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

a. General Office Areas (Upper and Lower Levels)

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

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

b. Kitchen and Lunchroom Area

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

c. Washrooms (Upper and Lower Levels)

- i. Wipe down the outer toilet
- ii. Clean shower stalls

d. Stairwells

- i. Clean handrailing's and doors using appropriate cleaners
- ii. Mop floors and steps

e. Exterior General

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

5. Semi-Annual Standard Practices

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

6. Annual

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

7. Additional Services as Required

Should the Township require additional services outside of the listed standard practices, the work may be quoted with the Contractor for exterior window cleaning, carpet cleaning and floor waxing. The Contractor will be required to supply any specialized equipment necessary to complete tasks and rental cost of specialized equipment is reimbursable by the Township.