

THIS AGREEMENT, KNOWN AS THE MAINTENANCE AND OPERATION CONTRACT,
IS MADE HERE ON THIS _____ DAY OF _____, _____.

AN AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
Hereafter called the Municipality of the first part.

-AND -

CONTRACTOR

Hereafter called Contractor of the second part

FOR THE MAINTENANCE AND OPERATION SERVICES OF THE:

ASSIGINACK MUNICIPAL OFFICE at 156 Arthur Street, the LIBRARY BUILDING at 25 Spragge Street, the POST OFFICE AREA AND PUBLIC AREAS at 115 Arthur Street. All locations are within Manitowaning.

WHEREAS the Municipality is engaged in the administration of certain public buildings in the Township of Assiginack, in the District of Manitoulin and the Province of Ontario;

AND WHEREAS the Contractor is engaged in the business of providing maintenance and operation services for the designated municipal buildings and grounds;

AND WHEREAS it is the intention of the Municipality and the Contractor to ensure that this Agreement will provide for the health, comfort and general well being of all persons using the premises. The maintenance and operation services, including Appendix "A" hereto are deemed to be the minimum services to fulfill such intention.

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms hereinafter set out the parties hereto have for themselves, their heirs, executors, administrators, successors, and assigns respectively agree and covenant as follows:

1. The Municipality hereby agrees to engage the services of the Contractor on the terms and conditions hereinafter set out.
2. The Municipality will supply the Contractor with adequate cleaning supplies, paper products and other materials necessary for the routine cleaning of the premises.
3. The Contractor will be responsible for providing a completed Police Criminal Records Check including the Vulnerable Sectors prior to commencing duties. In addition, the Contractor shall provide proof of Canada Post Security Clearance, WSIB coverage and Personal Liability Coverage of \$2,000,000.00.
4. The Contractor shall be responsible for the normal housekeeping, cleaning, routine maintenance inside and outside the designated buildings and grounds.
5. The Contractor shall be solely responsible for the maintenance and operation of the designated municipal buildings and shall seek clearance approval from the Municipal Clerk for any alternates or assistance required in the performance of their duties.
6. The Municipality and Contractor agree that all maintenance and operation services shall be carried out with a high regard of workmanship, conforming to all health and other regulatory standards to the satisfaction of the Municipality.

7. In consideration for the maintenance and operation services provided by the Contractor to the Municipality, the Municipality shall pay to the said Contractor not in advance, a total annual contract exclusive of HST in the amount of:

YEAR ONE: \$ _____

YEAR TWO: \$ _____

YEAR THREE: \$ _____

8. The Municipality and the Contractor agree that the contract may be cancelled by either party on a sixty (60) days' notice in writing to the other party at its principal place of business.
9. Term of the contract shall be from the 4th day of January, _____ until the 3rd day of January, _____. There shall be no guarantee of right of renewal. The agreement may be reviewed and negotiated with the Contractor or may be retendered to the public at large.
10. The Contractor agrees that he/she will carry out the maintenance and operation services for the designated municipal buildings and grounds under the direct supervision of the Municipal Clerk. While the applicant may bid on a single building, preference will be given to applicants bidding on all buildings.
11. This agreement will ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
12. The Contractor shall adhere to the Staff Confidentiality Agreement attached to this agreement as Appendix "B".

IN WITNESS WHEREOF of the Municipality has hereunto affixed its seal attested to by the Mayor and the Clerk of the Township in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

Mayor: Brenda Reid

CAO/Deputy Clerk: Alton Hobbs

IN WITNESS WHEREOF the Contractor has hereunto set his/her hand and seal.

Witness

Contractor

Date

APPENDIX "A"

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MANITENANCE AND OPERATION CONTRACT SPECIFICATIONS**

ASSIGINACK MUNICIPAL BUILDINGS AND GROUNDS:

Municipal Office: 156 Arthur Street, both levels
Library, 25 Spragge Street, both levels
Post Office Building, 115 Arthur Street, Post Office and Public areas of upper floor

INSIDE MAINTENANCE:

DAILY:

1. All waste receptacles to be emptied and stored in a suitable location for disposal.
2. Clean and disinfect all sinks, door handles and light switches for each building.
3. Paper products checked and replenished as necessary.
4. In all washrooms: clean and disinfect all toilets, clean mirrors, wipe down light switches, soap dispensers and paper towel dispensers.

PERIODICALLY:

1. All carpeted floors to be vacuumed and tiled floors (including bathrooms) to be damp mopped, at minimum, twice weekly or more frequently as may be required.
2. Dust all ledges, desks, filing cabinets, countertops, shredder, postage meter, etc. weekly.
3. Clean the inside of all windows monthly.
4. Clean the outside of all windows monthly.
5. Dust all pictures and bulletin boards at least monthly.
6. Clean the walls, ceilings and deep clean bathrooms monthly.
7. Check heating equipment/air conditioner daily to ensure it is functioning properly.
8. Clean all heat registers monthly.
9. Ensure that the furnace filters are changed regularly.
10. Ensure that the furnace rooms and janitors closets are kept in a clean and orderly manner.
11. Ensure notices are given for supply orders.

APPENDIX "A" – continued

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MANITENANCE AND OPERATION CONTRACT SPECIFICATIONS**

ASSIGINACK MUNICIPAL BUILDINGS AND GROUNDS:

Municipal Office: 156 Arthur Street, both levels
Library, 25 Spragge Street, both levels
Post Office Building, 115 Arthur Street, Post Office and Public areas of upper floor

OUTSIDE MAINTENANCE:

SUMMER MONTHS:

1. Keep the outside stairways and walkways free of any debris (i.e., rocks, gravel, grass, garbage, etc.) as well as removing any grass, trees, etc. that has begun to grow up in sidewalks or steps.
2. Outside of the buildings, especially the entrances, are to be swept down for spider webs, and all outdoor handles and door actuators cleaned weekly.

WINTER MONTHS:

1. Sidewalks and outside stairway and ramps are to be cleared of snow and/or ice by 8:30 am Monday to Friday and by 9:30 am on Saturdays.
2. During inclement weather sidewalks are to be checked regularly, no less than every two hours and kept clear of snow and/or ice. All maintenance records are the responsibility of the Contractor.
3. Any seasonal decorations shall be the responsibility of the Office Staff.
4. Any major emergency repairs should be reported to the Public Works Superintendent or the Maintenance Superintendent as soon as possible.

APPENDIX "B"

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MANITENANCE AND OPERATION CONTRACT SPECIFICATIONS**

STAFF CONFIDENTIALITY AGREEMENT

I acknowledge that I have read and understood the Assiginack Municipal policies and procedures on privacy, confidentiality and security.

I thereby understand that:

- All confidential and/or personal information that I have access to or learn through my employment or affiliation with the Assiginack Municipality is confidential,
- As a condition of my employment or affiliation with the Assiginack Municipality, I must comply with these policies and procedures, and
- My failure to comply may result in the termination of my employment with the Municipality and may also result in legal action being taken against me.

I AGREE that I will not access, use or disclose any confidential and/ or personal information that I learn of or possess because of my affiliation with the Township of Assiginack, unless it is necessary for me to do so to perform the duties and responsibilities of my job. I also understand that under no circumstances may confidential and/or personal information be communicated either within or outside of the Township of Assiginack, except to those persons who are authorized by the Township of Assiginack to receive such information.

I AGREE that I will not alter, destroy, copy or interfere with this information, except with authorization and in accordance with the policies and procedures.

I AGREE to keep any computer access codes and passwords confidential and secure. I will protect physical access to devices, for example keys, and the confidentiality of any information being accessed.

I AGREE that will not lend my access codes to anyone, nor will I attempt to use those of others. I understand that access codes come with legal responsibilities. If I have a reason to believe that my access codes have been compromised, I will immediately contact the Privacy Officer of the Township of Assiginack.

Name (Printed)

Signature

Date

Intentionally left blank

Request for Tender Bid Form

Tender to Provide

Maintenance and Operations for the Township of Assiginack

Please ensure that all subsequent pages are received by The Township by the required deadlines and in the required format.

TENDER BID FORM

The Contractor: (Name of Individual or Firm)	
Telephone Number:	
Email Address:	
Mailing Address:	

Please check all in agreement that you understand and have read the contents:

- The Contractor has carefully examined the conditions and specifications of this tender and referred to in this contract and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.
- The Contractor is aware that they will be required to keep a maintenance log, including snow removal and conditions, in a format suitable for potential litigation and approved/provided by the Township. This log will be kept intact by the Contractor for the duration of the contract, submitted to the township upon request and as a package at the end of the contract term.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL VALUE
1	Year One				
2	Year Two				
3	Year Three				

	Estimated Tender:	
HST ACCOUNT#:	Harmonized Sales Tax:	
	Total Estimated Tender:	

Continued Agreement for the Contractor: _____

- It is also agreed that, upon acceptance in writing by the municipality, this form becomes the “Agreement for the Performance of Work” between the contractor and the Municipality.
- The Contractor has a confirmation of Vendor Approval from the Canada Post Corporation attached to this bid form.
- This offer shall be irrevocable for the period of thirty (30) calendar days following the date of opening.
- I / We agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said opening, whichever event first occurs; and that the Township may, at any time within that period and without notice, accept this Tender whether any other Tender has previously been accepted or not.
- I / We agree that the awarding of the Contract, based on this Tender, by the council of the Township of Assiginack shall constitute acceptance and the formal contract shall be signed at a time specified by the Township of Assiginack.
- I / We hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post. If sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of the notification.

Furthermore:

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL, AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Township in determining the responsibility of each Contractor, the following page contains statements that are required as part of the Form of Tender.

Contractor Statements:

STATEMENT "A" – CONTRACTOR'S EXPERIENCE FOR REFERENCE
Stating the Contractor's experience in similar work that was successfully completed.
1.
2.
3.

STATEMENT "B" – LIST OF SUB-CONTRACTORS
Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet and they shall be in compliance with all regulations herein.
1.
2.
3.

STATEMENT "C" – LIST OF SUPPLIERS
1.
2.

Designation of Signing Authority for the Contractor:	
Firm / Company Name	
Individual's Name (Please Print)	
Position:	
Signature & Seal:	
Date:	
Witness to Signature & Seal: (Please print)	
Witness Signature:	

