



REPORT



TO: Mayor and Council

FROM: Jason Kabel, Manager of Community Services

DATE: December 11, 2013

RE: Fort Frances Public Library Janitorial Tender #13-CS-08

The Community Services Division undertook a tender call for janitorial services to be performed at the Fort Frances Public Library Technology Centre from January 1, 2014 to December 31, 2014 inclusive.

There were three tender packages that were picked up at the Memorial Sports Centre by interested parties and zero picked up at the Civic Centre. There was only one submission received by the tender closing deadline of Tuesday, December 10 – 2:00pm.

Below is a summary of the submission:

Facility	Name/Company	2014 Bid Amount	Current Contract Amount
Fort Frances Public Library Technology Centre	S & A Cleaners	\$27,120.00 + HST	\$27,120.00 + HST

The Community Services Division recommends to Council that the tender for the Fort Frances Public Library Technology Centre be awarded to S&A Cleaners for the proposed annual amount of \$27, 120 + HST for services between January 1, 2014 and December 31, 2014 inclusive.

Respectfully Submitted,

Jason Kabel,
Manager of Community Services

Council approval of this report will authorize:

the Community Services Division to award the Fort Frances Public Library Technology Centre janitorial tender (#13-CS-08) for 2014 to S & A Cleaners for \$27,120 annually + HST with the option to renew for one additional year (2015) at the same contracted amount.



SPECIFICATIONS **TENDER NO. 13-CS-08**

The Town wishes to engage the services of a reputable contractor to perform Janitorial Services at the Fort Frances Public Library Technology Centre for the term, January 1, 2014 to December 31, 2014 inclusive, located at:

Fort Frances Public Library Technology Centre
601 Reid Avenue
Fort Frances, Ontario
P9A OA2

A complete list of services can be found herein. Questions regarding this Tender must be directed to Jason Kabel, Manager of Community Services.

Independent Contractor S&A Cleaners

Address 1001 Frenette Ave Fort Frances, Ont.

Phone No. 274 8334 Cellular No. 276-6168

Email Address saclean@shaw.ca

Bid Amount \$27120.00 + HST (annually)
\$2260.00 per month + HST.

STANDARD FORM OF AGREEMENT
AGREEMENT

This Agreement made in duplicate this 16th day of December, 2013
B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES
(the "Town")
and
S & A CLEANERS
(the "Independent Contractor ")

W H E R E A S:

A. The Independent Contractor has tendered to do and perform the Services (as "Services " is defined in Schedule B of this Agreement;

B . Subject the terms and conditions contained in this Agreement, the Town has agreed to award the contract in respect of the Services to the Independent Contractor.

Now therefore the Town and the Independent Contractor (in this Agreement collectively referred to as the "Parties "), agree as follows:

1. Subject to and upon the terms and conditions contained in this Agreement, the Town hereby awards the contract in respect to the Services to the Independent Contractor, and agrees to allow the Independent Contractor to perform the services, for the Term (as "Term" is defined in Schedule C of this Agreement.)

2. In this Agreement :

(a) "Facilities " shall mean the municipal property described in Schedule "A " , attached to and forming part of this Agreement , together with all improvements whatsoever on such property except as may be specifically excluded there from by the Town at any time and from time to time;

(b) "Services " shall mean and include the services as set out in Schedule "B", attached to and forming part of this agreement;

(c) "Fees/Term" shall mean the time period set out in Schedule "C", attached to and forming part of this Agreement.

3 . The Independent Contractor:

(a) shall perform the Services in a faithful, diligent, and workmanlike manner, and in accordance with the standards required by the Town, as may be set by the Town from time to time;

(b) states that he/she is not an employee of the Town or any of its various commissions, or otherwise;

(c) states that he/she is totally independent of the Town, and is and shall be solely responsible for payment for any of his partners, employees, or any person or otherwise associated or engaged by him/her in respect of performance of the services;

(d) shall be solely responsible for payment of income tax, Canada Pension plan contributions, unemployment insurance contributions or any other deductions or contributions required by any law whatsoever to be made by him with respect to any monies received by him from the Town;

(e) states that he is an independent contractor and that nothing herein contained shall be construed so as to create a master and servant, or principal and agent relationship, or any other relationship between him and the Town except that of an independent contractor between the Town and the Independent Contractor respectively;

(f) shall and does hereby accept any risk associated with the performance of the services;

(g) shall perform the services as an independent contractor and in accordance with the requirements of any law whatsoever applicable, including without limitation, the Workplace Safety and Insurance Act 1997 and regulations hereunder, as amended;

(h) shall provide all equipment and otherwise as are necessary for the Independent Contractor to perform the Services;

(i) shall not assign or otherwise transfer, this Agreement or any part of it, or subcontract or transfer or otherwise any part of his responsibilities or obligations or benefits under this Agreement without the prior written consent of the Town;

(j) shall do such other things and execute such documents to give effect to this Agreement specified and as may be required by the Town;

(k) shall indemnify and save harmless the Town and/or any employee, agent or other representative of the Town in respect of any damages, suits, costs, expenses, action or otherwise that the Town and/or any employee, agent or other representative of the Town may suffer or commence as a result of anything done or omitted to be done by the Independent Contractor hereunder;

(l) shall properly advise the Town of any and all damages made or done by anyone or anything to the Facilities, or of any injuries, damages or other adverse happenings to anyone relating directly or indirectly to any Services performed by the Independent Contractor hereunder;

(m) shall maintain such bonding and liability insurance as required by the Town acting reasonably.

4. Provided that the Independent Contractor observes and performs to be performed and observed by the Town shall pay to the Independent Contractor, for the Contractor of the Services, the attached to and forming part of performance by the Independent Contractor amount set out in Schedule "C" of this Agreement .

5. The Independent Contractor shall provide to the Town such evidence of the compliance by the Independent Contractor with the Worker's Compensation Act as required by the Town acting reasonably.

6. Notwithstanding anything contained in this Agreement to the contrary, the Town may terminate this Agreement unilaterally upon 60 days notice to the Independent Contractor.

7. Should any provision or any part thereof of this Agreement be illegal or not enforceable such provisions or part thereof shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.

8. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if :

(a) delivered personally;

(b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication confirmed on the same or the following day by prepaid mail, addressed , in the case of notice to the Independent Contractor , as follows:

S & A CLEANERS
1001 Frenette Avenue Fort Frances, ON
807-274-8334 (Phone)
saclean@shaw.ca

and in the case of the Town, as follows;

The Corporation of the Town of Fort Frances
320 Portage Avenue Fort Frances, Ontario P9A 3P9

Attention : Jason Kabel – Manager of Community Services

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

9. This Agreement shall be read with all changes of gender as required where required.

10. This Agreement represents the entire agreement between the Town and the Independent Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

11. This Agreement and everything contained in it shall ensure to the benefit of and be binding upon the respective heirs, executors, administrations, successors, assigns and other legal representatives, as the case may be, of each of the Parties.

IN WITNESS HEREOF the Parties have executed this agreement under seal.

Dated at Fort Frances this 16th day of December, 2013

The corporation of the Town of Fort Frances

Mayor

Clerk

Signature of the Independent Contractor

WITNESS as to the signature of the Independent Contractor

THIS IS SCHEDULE "A" ATTACHED TO AND FORMING PART OF THE AGREEMENT MADE BETWEEN THE TOWN AND THE INDEPENDENT CONTRACTOR

For services to the municipally owned facility:

Fort Frances Public Library Technology Centre
601 Reid Avenue
Fort Frances, Ontario
P9A OA2

THIS IS SCHEDULE "B" ATTACHED TO AND FORMING PART OF THE AGREEMENT MADE BETWEEN THE TOWN AND THE INDEPENDENT CONTRACTOR

FORT FRANCES PUBLIC LIBRARY TECHNOLOGUY CENTRE JANITORIAL DUTIES ("Services")

FLOORS: All floors having hard surfaces are to be swept and mopped daily. All floors having carpeted surfaces are to be vacuumed as required. Any spots are to be removed immediately. Twice each year carpets are to be shampooed.

WASHROOMS: All washrooms are to be cleaned daily, including all sinks, toilets , wall tiles , mirrors and washroom partitions . All washroom toilet supplies and dispensers are to be checked daily and replenished when necessary.

WASTE CONTAINERS: All waste containers are to be emptied daily and refuse disposed. Recycling containers will be hauled to the curb as per recycling schedule.

WINDOWS : Lower interior windows are to be cleaned on a regular basis as required. Windows at the front entrance, glass cases and windows on doors and rooms will be cleaned on a daily basis.

FURNITURE, COUNTERTOPS, SHELVING : All countertops will be cleaned daily. Furniture and shelving will be dusted on a monthly basis.

The Contractor will provide equipment, cleaning material and supplies, including garbage bags, paper towels and toilet paper. All paper materials supplied for the work will be of quality approved by the Chief Librarian. The Contractor will make his own arrangements for the supply of materials and products required.

The Contractor will not subcontract, make assignment, nor in any way involve other persons in the execution of the work without prior arrangement with the Chief Librarian.

The Contractor is responsible for locking doors and activating the alarm after work is completed, ensuring that the building is secure during the performance of duties.

Work will be performed when the building is closed. Library hours are subject to change at any time.

Library Hours:

Monday – Thursday	10 a.m. – 8 p.m.
Friday	10 a.m.– 6 p.m.
Saturday	10 a.m.– 5 p.m.
Sunday	1 p.m.– 5 p.m.

THIS IS SCHEDULE "C" ATTACHED TO AND FORMING PART OF AGREEMENT MADE BETWEEN THE TOWN AND THE INDEPENDENT CONTRACTOR

1. "Term" shall mean the period of time from January 1, 2014 to December 31, 2014, inclusive with the option to renew if mutually agreed upon for an additional year at the same contract amount.
2. Total amount for services at the Fort Frances Public Library Technology Centre:
\$ 27,120 + HST (annually)

Payable: \$ 2,260 + HST on the last day of each and every month during the Term, the first payment to be made on January 31, 2014 and with the final payment to be made December 31, 2014, all subject to the terms and conditions set out in this Agreement and the Schedules to it.