



REQUEST FOR QUOTES

RFQ-2026-04

CLEANING SERVICES

West Nipissing Area

Date issued:	5-October-2026
Site Visit	14-October-2026
Question Deadline:	22-October-2026
Closing Date and Time:	9-November-2026 at 1:00 PM



TABLE OF CONTENTS

Invitation to Bidders	3
Information in RFQ only an Estimate	3
Incorporated Appendices	3
Procurement Representative	3
Bidders to Follow Instructions	3
Language	3
No Incorporation by Reference	4
RFQ Timetable	4
Site Meeting	4
Submission of Quotes	4
Joint Submission	5
Participating Entities	5
Quote Withdrawal	5
Questions/Enquiries	5
Addenda	5
DNSSAB's Right to Cancel	6
Solicitation of DNSSAB Staff and Board Members	6
Political Letters of Reference and other Representations	6
Influence	6
No Collusion	6
Conflict of Interest	6
Procurement Process Non-binding	6
Non-Exclusive	7
Errors and Omissions	7
Cost of Quote	7
Ownership and Disclosure of Quote Documentation	7
Ownership of DNSSAB Provided Data	7
Confidentiality of DNSSAB Provided Data	7
Publicity	7
Determination of the Preferred Bidder(s)	8
Clarifications	8
Rectification	8
Tie Quotes	8
Disqualification of Bidders and Quote	8
Selection of the Successful Bidder(s)	9
Past Performance or Past Conduct	9
Notifications	10
Negotiations	10
Contract Award	10
Proposed Contract	10
Failure or Default of Bidder	10
Debriefings	11
Procurement Protest	11
Deemed Acceptance	11
No Liability for Changes	12
Applicable Law	12
Appeal of Decision	12
APPENDIX A: LOCATION OF PREMISES	13
APPENDIX B: SCOPE OF WORK	14
APPENDIX C: MANDATORY REQUIREMENTS SUBMISSION FORM	19
APPENDIX D: REFERENCES SUBMISSION FORM	22
APPENDIX E PRICING SUBMISSION FORM	23
APPENDIX F: DEFINITIONS	24
APPENDIX G: DRAFT AGREEMENT	25

1.1. Invitation to Bidders

District of Nipissing Social Services Administration Board ("DNSSAB") is seeking quotes from qualified and experienced cleaners. This Request for Quotes, including all Appendixes herein and any added Addenda hereto (the "RFQ") is an invitation by DNSSAB to prospective Bidders or a consortium of Bidders to submit a Quote to qualify, in accordance with the Determination of The Preferred Bidder(s) (see Section 1.30) and the Selection of the Successful Bidder (see Section 1.35) as the non-exclusive Vendor to provide all goods and/or services, including all labor, supplies, material, equipment, transportation and any other items and activities associated with the general cleaning services for its premises located at 94 King St., Sturgeon Falls (the "Office") and its paramedic base located at 168 Ethel St., Sturgeon Falls, (the "Base"), as more particularly described in APPENDIX B: Scope of Work.

1.2. Information in RFQ Only an Estimate

DNSSAB makes no representation, warranty, or guarantee regarding the accuracy of the information contained in this RFQ. Any quantities shown or data contained in this RFQ are estimates and guidelines only and are for the sole purpose of indicating to Bidders the general scale and scope of the work. The Bidder's responsibility is to obtain all the information necessary to prepare a Quote in response to this RFQ. Nothing in the RFQ is intended to relieve the Bidder from forming their own opinions and conclusions concerning the matters addressed in the RFQ.

1.3. Incorporated Appendices

The following Appendixes shall be deemed to be incorporated herein by reference:

APPENDIX A: LOCATION OF PREMISES

APPENDIX B: SCOPE OF WORK

APPENDIX C: MANDATORY REQUIREMENTS SUBMISSION FORM

APPENDIX D: REFERENCES SUBMISSION FORM

APPENDIX E: PRICING SUBMISSION FORM

APPENDIX F: DEFINITIONS

To the extent that any provision of an Appendix conflicts with any other terms and conditions of the RFQ, the terms and conditions of this document shall control unless expressly and specifically stated otherwise.

1.4. Procurement Representative

The Procurement Representative is a member of the Evaluation Committee, who is a non-voting member. The Procurement Representative's role is to ensure DNSSAB and Bidder(s) comply with DNSSAB's *ADMN-04: PURCHASING POLICY*. The Procurement Representative acts as the sole representative to whom each Evaluation Committee Member, the Contract Authority, and/or any Bidder(s) can contact for questions, concerns, or clarifications concerning the procurement documents and/or processes. For this RFQ, DNSSAB's **Contract & Purchasing Specialist** is the Procurement Representative, who can be contacted by email at dnssab.contracts@dnssab.ca. All parties shall only contact the Procurement Representative by email for all matters concerning this RFQ.

1.5. Bidders to Follow Instructions

Bidders should structure their Quote in accordance with the instructions in the RFQ. Where information is requested in the RFQ, any response made in a Quote should reference the appropriate document and/or section of the RFQ.

1.6. Language

The RFQ and any Quote submitted hereto are to be drawn up in the English language. If the RFQ and/or Quote are provided and/or translated into another language, then the English-language version of the RFQ and/or Quote takes precedence over any other version.

1.7. No Incorporation by Reference

The entire content of the Bidder's Quote must be submitted in a fixed form and in order as requested. The content of websites or reference to external documents and links will not be considered part of a Quote.

1.8. RFQ Timetable

ITEM	DATE	TIME
Issue Date	5-Oct-2026	4:00 p.m.
Site Visits	14-Oct-2026	10:00 a.m.
Deadline for Questions	22-Oct-2026	4:00 p.m.
Deadline for Addendum	29-Oct-2026	4:00 p.m.
Closing Date	9-Nov-2026	1:00 p.m.

All Quotes received at or after **1:01 p.m. on 9-November-2026** will not be accepted.

Bidders are cautioned that the timing of their submission is based on when the Quote is received, not when a Quote is submitted by a Bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors. For the reasons above, DNSSAB recommends that Bidders allow sufficient time to email their submission and resolve any issues that may arise. The Closing Date shall be determined by DNSSAB's web clock. Bidders should contact the Procurement Representative at least twenty-four (24) hours before the deadline if they encounter any problems. The Procurement Representative will send a confirmation email to the Bidder advising that a Quote was submitted successfully. If Bidders do not receive a confirmation email within 2 business days, they should contact the Procurement Representative immediately. The Bidder assumes full responsibility for receipt of the Quote by the deadline.

1.9. Site Meeting

Bidders are encouraged to attend a site meeting scheduled for **10:00 am on 14-October-2026, starting at 94 King St, Sturgeon Falls**, which will then proceed with a site visit at 168 Ethel St., Sturgeon Falls. Bidders will be able to examine site conditions to ascertain the amount of work involved. Bidders are encouraged to bring their own materials such as a camera, measuring tape, notepaper and any other materials to the site when going to the site to examine conditions.

1.10. Submission of Quotes

Bidders must submit their Quote as three (3) separate pdf file attachments as follows:

- As one (1) pdf file: A response to Stage I using the form found in APPENDIX C
- As one (1) pdf file: A Response to Stage II using the form found in APPENDIX D
- As one (1) pdf file: A Response to Stage III using the form found in APPENDIX E

Quotes must be submitted electronically to dnssab.contracts@dnssab.ca. The submission email should note "**RFQ 2026:04: CLEANING SERVICES – WEST NIPISSING AREA**" as the subject line and include the following in the body of the email: Company's Name and Company's Address

1.11. Joint Submission

Joint submissions from two (2) or more Bidders are to be submitted as a single Quote coordinated and submitted by the lead Bidder with the required information. If selected as the Successful Bidders, the lead Bidder shall act as the Vendor in all contractual obligations of any resulting award.

1.12. Participating Entities

Unless otherwise stipulated in this RFQ, the Bidder is expected to be the sole source of responsibility for all goods and/or services. If a Bidder includes goods and/or services from a sub-consultant, sub-contractor and/or uses distributors, dealers and/or resellers to supply the goods and/or services, the Bidder must identify all included in the Quote. The Bidder must also address how the Participating Entity will provide the goods and services (i.e., describe the breakdown of responsibility within the network for the provision of goods and/or services). Bidders shall indicate the name and addresses of all nominated Participating Entities that it proposes using APPENDIX C. DNSSAB reserves the right to reject any Participating Entity, so nominated, without penalty or liability to DNSSAB of any kind whatsoever. No change shall be made to the list and responsibilities of the nominated Participating Entities after the Closing Date, without the prior written approval of DNSSAB and only on such terms and conditions as DNSSAB in the exercise of an absolute discretion may require.

1.13. Quote Withdrawal

A Quote may be withdrawn at any time by a Bidder by emailing dnssab.contracts@dnssab.ca. A Bidder who has withdrawn its Quote may submit a new Quote, but only by or before the RFQ's Closing Date.

1.14. Questions/Enquiries

Bidders should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information by emailing the Procurement Representative on or before the Deadline for Questions. No such communications are to be directed to anyone other than the Procurement Representative. DNSSAB is under no obligation to provide additional information. DNSSAB is not responsible for any information provided by or obtained from any source other than the Procurement Representative. It is the responsibility of the Bidder to seek clarification from the Procurement Representative on any matter it considers to be unclear. DNSSAB is not responsible for any misunderstanding on the part of the Bidder concerning this RFQ or its process. The Procurement Representative, at their discretion, shall determine whether the query requires a response, and such responses will be made available to all Bidders through the DNSSAB website (www.dnssab.ca) and will be incorporated into and form part of the RFQ as an Addendum. No oral conversation will affect or modify the terms of the RFQ or may be relied upon by the Bidder.

1.15. Addenda

DNSSAB may issue Addenda during the procurement process until the Deadline for Issuing Addenda has passed. Each Addendum forms an integral part of this RFQ and may contain important information, including significant changes to the RFQ. Bidders are responsible for obtaining all Addenda issued by DNSSAB. All Addenda will be posted on DNSSAB's website and will not be delivered by any means to Bidders. Bidders should check the DNSSAB website (www.dnssab.ca) prior to submitting their Quote up until the Deadline for Issuing Addenda in the event additional Addendums are issued. In APPENDIX C, Bidders are required to confirm their receipt of all Addenda by setting out the number of Addendum they have received and reviewed in the space provided. Quote that do not contain evidence of all Addenda's receipt may be deemed incomplete and may not be accepted at DNSSAB's discretion. If DNSSAB determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, DNSSAB may extend the Submission Deadline for a reasonable period of time.

1.16. DNSSAB's Right to Cancel RFQ

DNSSAB retains the right to cancel this RFQ, even if there is only one Quote received, at any time, including before or after the receipt of Quote. If this RFQ is cancelled, DNSSAB reserves the right to proceed, without limitation and as it determines in its sole discretion, all without liability, as follows: negotiate with one or more Bidder(s) for the same or similar scope of work; negotiate with any other person, company, agency and/or entity for the same or similar scope of work; and/or, issue a new RFQ for the same or similar scope of work on the same or modified terms.

1.17. Solicitation of DNSSAB Staff and Board Members

With the exception of the Procurement Representative, and except as otherwise specified by Procurement Representative, Bidders shall not contact or communicate with any individuals working for or associated with DNSSAB in relation to this RFQ. Any Bidder that the DNSSAB determines to circumvent or subvert this process may be disqualified at DNSSAB's sole and absolute discretion.

1.18. Political Letters of Reference and other Representations

Letters of reference from elected individuals in any level of government and other such representations will not be accepted as part of the Quote submission nor will they be given any weight in the deliberations about the relative merits of Quotes and the ultimate determination of the Successful Bidder.

1.19. Influence

No person, partnership, firm, corporation, or Bidder shall attempt in any way, directly or indirectly, either in private or in public, to influence the outcome of any DNSSAB evaluation or Quote acceptance. The Quote of any person, corporation or Bidder that attempts to influence the outcome of any DNSSAB purchasing and/or evaluation process will be disqualified.

1.20. No Collusion

Under Canadian law, a Bidder's Quote must be prepared separately and independently, without conspiracy, collusion or fraud. Therefore, no Bidder may discuss or communicate directly or indirectly the preparation or contents of its Quote with any other Bidder or the agent or representative of any other Bidder, unless there has been a joint submission in accordance with Section 1.11. If DNSSAB discovers there has been a breach at any time, DNSSAB reserves the right to disqualify the Quote and/or terminate any ensuing Contract.

1.21. Conflict of Interest

In its Quote, the Bidder must disclose to DNSSAB any actual or potential Conflict of Interest that might compromise its performance. If such Conflict of Interest does exist, DNSSAB may, at its discretion, refuse to consider the Quote. The Bidder must also disclose whether it is aware of any DNSSAB Personnel, employee, or Board member having a financial interest in the company and its nature. If such an interest exists or arises, DNSSAB may, at its discretion, refuse to consider the Quote or withhold the awarding to the Successful Bidder until the matter is resolved to DNSSAB's sole satisfaction.

1.22. Procurement Process Non-binding

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFQ will not give rise to any Contract A-based tendering law duties or other legal obligations arising out of any process contract or collateral contract.
- b) The Bidder does not have the right to make any claims (in contract, tort, or otherwise) against DNSSAB with respect to the award of a contract or failure to award a contract.
- c) This RFQ makes no guarantee of the value or volume of work to be assigned.

This RFQ does not create a legal relationship or obligation until the execution of a written Contract with a Successful Bidder, which has been mutually endorsed.

1.23. Non- Exclusive

This RFQ will not be an exclusive contract for the provision of the described goods or services as DNSSAB reserves the right to contract with others for goods and services of the same as or similar nature and/or DNSSAB may obtain such goods and services internally.

1.24. Errors and Omissions

If there is any error or omission in the RFQ, the Bidder should notify DNSSAB prior to the Closing Date; if notification is provided after the Closing Date, DNSSAB reserves the right to address or ignore the notification. However, at no time shall the Bidder take advantage of any apparent error or omission in the RFQ. Any work not specified which is necessary for the proper performance and completion of any part of the Scope of Work contemplated within APPENDIX B, which may be implied as included in the scope of work, shall be part of this RFQ as if it had been specified and shall not be construed as a variation in the scope of work to be quoted, and shall be deemed as include in all Bidder's Pricing.

1.25. Cost of Quote

Preparation and submission of a Quote in response to this RFQ is voluntary. DNSSAB will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Quote or participating in negotiations for a contract, or other activity related to or arising out of this RFQ. Except as expressly and specifically permitted in this RFQ, no Bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ.

1.26. Ownership and Disclosure of Quote Documentation

The documentation comprising any Quote submitted in response to the RFQ, along with all correspondence, documentation and information provided to DNSSAB by any Bidder in connection with or arising out of this RFQ, once received by DNSSAB shall become the property of the DNSSAB; will not be returned to the Bidder; and shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and may be released under that Act. Because of MFIPPA, Bidders are advised to identify any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. At a minimum, each Bidder's name, along with their Pricing, may be made public.

1.27. Ownership of DNSSAB Provided Data

All correspondence, documentation and information provided herein and/or by the Procurement Representative to any Bidder in connection with or arising out of this RFQ is and shall remain the property of DNSSAB and must not be used for any purpose other than replying to this RFQ and fulfilling any subsequent related Contract.

1.28. Confidentiality of DNSSAB Provided Data

Bidders shall not disclose any RFQ documents to any third party without the prior express written consent of DNSSAB but may disclose RFQ documents to its employees and potential Participating Entities on a need-to-know basis for the limited purposes of helping the Bidder consider or prepare a Quote.

1.29. Publicity

The Bidder, its affiliates, associates, third-party service providers, and Participating Entities shall not make any public comment, respond to questions in a public forum, release for publication any information, or carry out any activities to either criticize DNSSAB, another Bidder or Quote or to promote publicly or advertise their qualifications, interest in or participation in the RFQ, without prior written permission from DNSSAB.

1.30. Determination of the Preferred Bidder(s)

Each Bidder and/or Quote, which has not been disqualified by the Evaluation Committee under Section 1.34, will be evaluated by each member of the Evaluation Committee through a four (4) stages evaluation process that will determine the Preferred Bidder(s) as follows:

Stage I	Bidders completing the Mandatory Requirements Submission Form (see APPENDIX C) will be evaluated on a <i>pass/fail basis</i> as outlined in Appendix C. Bidders who do not achieve a 'pass' for all of the Mandatory Requirements will not move forward to Stage II and will be given no further consideration.
Stage II	Bidders who satisfied Stage I requirements, and who have submitted a complete Reference Submission Form (see APPENDIX D), will have their references and their referees' responses evaluated on a pass/fail basis as outlined in Appendix D. Bidders who do not achieve a 'pass' from their referees on all reference questions will not move forward to Stage III and will be given no further consideration.
Stage III	Bidders who satisfy Stage II requirements, and who have submitted a complete Pricing Submission Form (See APPENDIX E), will have their Pricing determined and ranked in order of lowest to highest to determine which Bidder submitted the lowest Price as outlined in Appendix E.
Stage IV	The Bidder who submitted the lowest Price will be recommended to the Contract Authority as the Preferred Bidder.

1.31. Clarifications

During its evaluation process and at its sole discretion, the Evaluation Committee may request clarification from a Bidder of any aspect of a Quote to assist the Evaluation Committee's interpretation and evaluation of a Quote, including requesting additional information on Pricing. The Evaluation Committee reserves the right to consider and rely on such further information and clarifications in evaluating a Quote and selecting a Preferred Bidder(s). It shall not be considered as an alteration of a Quote nor be constituted as negotiation or re-negotiation. The right to clarify does not impose upon the Evaluation Committee a requirement to clarify any part of a Quote where the Quote is deficient (i.e., where the Bidder did not respond), inconsistent, or otherwise not acceptable in any aspect. All requests for clarification and responses will be conducted through the Procurement Representative and shall be in writing.

1.32. Rectification

If a Bidder or Quote has failed to satisfy all of the Mandatory Requirements noted in Stage 1, the Evaluation Committee may issue a rectification notice identifying the deficiencies and providing the Bidder with an opportunity to rectify the deficiencies within three (3) Business Days. The three (3) Business Day period commences from when the Evaluation Committee issues a rectification notice to the Bidder. If the Bidder fails to rectify within the three (3) Business Days, the Bidder and the Quote shall be disqualified.

1.33. Tie Quotes

If two or more Prices are equal, the Evaluation Committee will offer an opportunity to the tied Bidders to re-bid. If a tie persists, the Evaluation Committee shall then give preference to a Bidder on one or more of the following factors: delivery date/launch date, documented service record, and/or past performance record with DNSSAB.

1.34. Disqualification of Bidders and/or Quotes

Bidders may be excluded from eligibility to submit, or a submitted Quote may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Bidder or Quote, as per the context, fits the circumstances of one or more of the following disqualification items:

- a) Quote is one of two or more Quotes submitted by the same Bidder, whether under the same or different names or whether as multiple options within a Quote; Quote will be disqualified unless additional Quotes(s) make it clear that the work in the extra Quote(s) is a 'joint' submission with another entity.

- b) Quote was submitted and received after the Closing Date.
- c) Quote is submitted in any way other than electronically through an email to dnssab.contracts@dnssab.ca.
- d) Quote was submitted by a Bidder that colluded with one or more other Bidders.
- e) Quote was submitted by a Bidder that has a Conflict of Interest.
- f) Quote was submitted by a Bidder that is not a Responsible Bidder.
- g) Quote was submitted by a Bidder that is an Opposing Party.
- h) Quote was submitted by a Bidder that proposes an Opposing Party as a Participating Entity.
- i) Quote was submitted by a Bidder that is not at arm's length from an Opposing Party.
- j) Quote is incomplete, conditional, illegible, obscure or limited in any way.
- k) Quote prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of DNSSAB adversely.
- l) Quote is executed by a person who does not have the authority to bind the Bidder's Company.
- m) Quote was submitted by a Bidder, or any person on behalf of a Bidder, who has initiated communication about this RFQ after it was issued and before it is terminated or before one or more Contracts are entered in respect to this RFQ, which are its subject, with any member of the Board, an employee or Personnel of DNSSAB other than the Procurement Representative, or the Media.
- n) The Quote contains a limitation or qualification on DNSSAB's right to publicly disclose any Successful Bidder's name and Pricing.
- o) Bidder's past performance or past conduct during a previous procurement process and/or contract that resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to DNSSAB.

1.35. Selection of the Successful Bidder(s)

Once DNSSAB's Contract Authority receives from the Evaluation Committee its recommendation for Preferred Bidder(s), the Contract Authority reserves the right to select the Successful Bidder, who, in its sole and absolute discretion and opinion, has submitted a Quote that meets DNSSAB's requirements under this RFQ; has submitted a Quote that is in DNSSAB's best interest of DNSSAB; and/or is a Bidder with a positive past performance and/or past conduct (See Section 1.36). DNSSAB's Contract Authority reserves the right to reject a Bidder and/or Quote if, in DNSSAB's Contract Authority's sole opinion, the Bidder and/or Quote may result in higher ultimate costs, other difficulties or unsatisfactory results and/or would not provide the best value to DNSSAB. Any Successful Bidder will not necessarily be the Bidder(s) who had complied with Stage 1 requirements of this RFQ; had submitted the lowest Price; and/or had been recommended as a Preferred Bidder(s) by the Evaluation Committee. For greater clarity, the recommendation of a Preferred Bidder(s) by the Evaluation Committee will not oblige DNSSAB's Contract Authority to negotiate or execute a contract with the Preferred Bidder(s).

1.36. Past Performance or Past Conduct

DNSSAB's Contract Authority reserves the right to thoroughly review all Bidder(s) and/or Quote(s), which review may include and be influenced by, without limitation, any of the following:

- a) The Bidder(s) illegal or unethical conduct during a prior procurement process or contract.
- b) The refusal of the Bidder to honor its submitted pricing or other commitments during a prior procurement process or contract.
- c) The Bidder has not complied with and/or satisfactorily performed the requirements of a previous contract.
- d) A negative review from references provided by the Bidder and/or those obtained by DNSSAB independently.
- e) Unsatisfactory past completion history (including completion of the full contract term, late or extended completion of the contract and late delivery of goods and services) of contracts between DNSSAB and Bidder, and/or Bidder and third parties.
- f) Litigation and claims history of the Bidder (including previous, existing or potential litigation with DNSSAB or others and construction liens filed against the Bidder).
- g) Delivery of incorrect services on contracts between DNSSAB and Bidder, and/or Bidder and third parties.

- h) Problematic and/or difficult customer service and responsiveness on contracts between DNSSAB and Bidder, and/or Bidder and third parties.
- i) History of bidding unrealistic pricing during a prior procurement process between DNSSAB and Bidder, and/or Bidder and third parties.

1.37. Notifications

Once DNSSAB's Contract Authority has selected a Successful Bidder, the Procurement Representative will send an electronic notification asking the Successful Bidder(s) to commence contract negotiations. DNSSAB makes no commitment to the Successful Bidder until a Contract has been mutually executed. **Non-award letters** will be issued electronically to all unsuccessful Bidders once a Contract has been executed or this RFQ is cancelled.

1.38. Negotiations

All Bidders acknowledge that the commencement of any discussion or negotiations for a Contract does not create any contractual obligations between DNSSAB and any Successful Bidder. DNSSAB shall incur no liability if it exercises its right to negotiate, and Bidder(s) agree that DNSSAB has full authority to choose whom it can negotiate with. Further, if DNSSAB's Contract Authority is of the view that there is no reasonable prospect of concluding a Contract with a Successful Bidder, DNSSAB's Contract Authority may terminate the negotiations with the Successful Bidder and negotiate a Contract with another Bidder or cancel the RFQ, without penalty or liability.

1.39. Contract Reward

Successful Bidder(s) may enter a formal Contract with the DNSSAB for a three (3) year term, with the option, at DNSSAB's discretion, of up to two (2) additional one-year extensions. The Contract's award and/or extension is subject to the receipt of sufficient funding, budgetary approval, appropriate staff, and/or CAO/Board approval. There shall be no Contract extension beyond the second one-year extension option.

1.40. Proposed Contract

Bidders are encouraged to review the draft agreement attached in Appendix G, and can suggest changes or amendments, especially during negotiations. DNSSAB's Contract Authority shall have the right, but not the obligation, to consider any such proposed changes or amendments and/or negotiate on such matter(s) as it chooses with a Bidder(s).

1.41. Negotiation and Contract Refinement

DNSSAB's Contract Authority reserves the right to refine the Scope of Work during negotiations with any Successful Bidder, which may include adjustments to service locations, and to adjust pricing, reprioritize issues, and review responsibilities accordingly. If service locations are changed after the Closing Date but prior to Contract execution, DNSSAB and the Successful Bidder shall negotiate in good faith to address any material changes to the scope of work, pricing, or other terms necessitated by such location changes.

1.42. Failure or Default of Successful Bidder

If the Successful Bidder/Vendor, for any reason, fails or defaults in respect of any matter or thing that is an obligation of the Bidder under the terms of the RFQ, DNSSAB's Contract Authority may disqualify the Successful Bidder from the RFQ and/or immediately terminate any ensuring Contract, and may, at its option:

- a) Consider that the Successful Bidder has withdrawn any offer made or abandoned the Contract if the offer has been accepted, after which the acceptance, if any, of DNSSAB shall be null and void.
- b) Consider that the Successful Bidder has abandoned any Contract and requires the Successful Bidder to pay DNSSAB the difference between its Quote and any other Quote which DNSSAB accepts if the latter is for a greater amount.
- c) Consider that the Successful Bidder has abandoned any Contract and requires the Bidder to pay DNSSAB any costs which DNSSAB may incur because of the Bidder's failure or default.

- d) Consider that the Successful Bidder has abandoned any Contract wherein the Bidder shall indemnify and save harmless DNSSAB, its officers, employees and agents from all loss, damages, liability, costs, charges, and expenses howsoever suffered, incurred or sustained as a result of such default or failure of the Bidder.

If found in default, the Successful Bidder/Vendor shall be ineligible to submit a new Quote for any RFQ that DNSSAB is required to reissue due to the Successful Bidder's failure or default or where DNSSAB's Contract Authority deems that the Successful Bidder has abandoned the Contract.

1.43. Debriefings

Unsuccessful Bidders who participate in the procurement process are entitled to request a debriefing within sixty (60) days following the issuance of the non-award letters. The Procurement Representative will schedule a meeting with each Bidder separately and inform each Bidder involved of the date and time for their debrief meeting. At the meeting, the Procurement Representative or designate may only share the following information: Confirmation if the Bidder meets all conditions for Stage 1 and Stage 2; Confirmation of where the Bidder's Pricing was ranked (i.e. third of five Quotes); The name of the Successful Bidder (organization/company name); and The Successful Bidder's Pricing.

Debriefings requested beyond sixty (60) days shall be at the discretion of the Procurement Representative but are not required. Questions unrelated to the evaluation or selection process will not be responded to during the debriefing and noted as out of scope. Questions or comments concerning other Bidders will not be discussed during a debrief process. If a Bidder makes a request for information related to confidential third-party organization proprietary information subject to the mandatory third-party exemption under the MFIPPA, they will be advised that a formal Freedom of Information (FOI) request can be submitted to the DNSSAB's Freedom of Information and Privacy representative.

1.44. Procurement Protest

A Bidder with a concern relating to the procurement process must follow the below-outlined process. It is not appropriate to contact members of the DNSSAB Board before following the process for addressing a concern.

- a) If any Bidder voices a concern regarding a procurement process they are involved in, they will document their concern in writing and submit it to the Procurement Representative.
- b) The Procurement Representative shall respond to the Bidder in writing within fourteen (14) Business Days.
- c) If the concern cannot be resolved to the Bidder's satisfaction, it shall be escalated to the Director of Finance and Administration or designate.
- d) The Director of Finance and Administration or designate will review the concern and respond in writing to the Bidder as required/appropriate within thirty (30) Business Days. The response may be provided during a debriefing process. Verbal follow-up and communication may be required to complete the response.
- e) If a face-to-face meeting is requested/required, the Director of Finance and Administration or designate will arrange the meeting at a mutually convenient time, including the Procurement Representative.
- f) If the Bidder is not satisfied with the response from the Director of Finance and Administration, the issue will be referred to the CAO.
- g) The CAO may meet with the Bidder or review the Bidder's concerns presented in writing at the CAO's sole discretion.
- h) The decision of the CAO herein is final and binding on all parties.

1.45. Deemed Acceptance

By responding to this RFQ, Bidders agree to accept all terms and conditions and agree to abide by any decision of DNSSAB, including, but not limited to, the evaluation of the Bidder's Quote, as final. By submitting a Quote, the Bidder also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with Bidder's RFQ review and Quote preparation, and has read this RFQ in its entirety, understands its content, and is submitting its Quote freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

1.46. No Liability for Changes

DNSSAB shall have no liability to any Bidder for any costs, expenses, losses, damages, or loss of anticipated profits incurred as a result of changes to Scope of Work, including changes to service locations, announced after the Closing Date and prior to Contract execution. Any liability or compensation arising from changes after Contract execution shall be governed exclusively by the terms and conditions of the executed Contract.

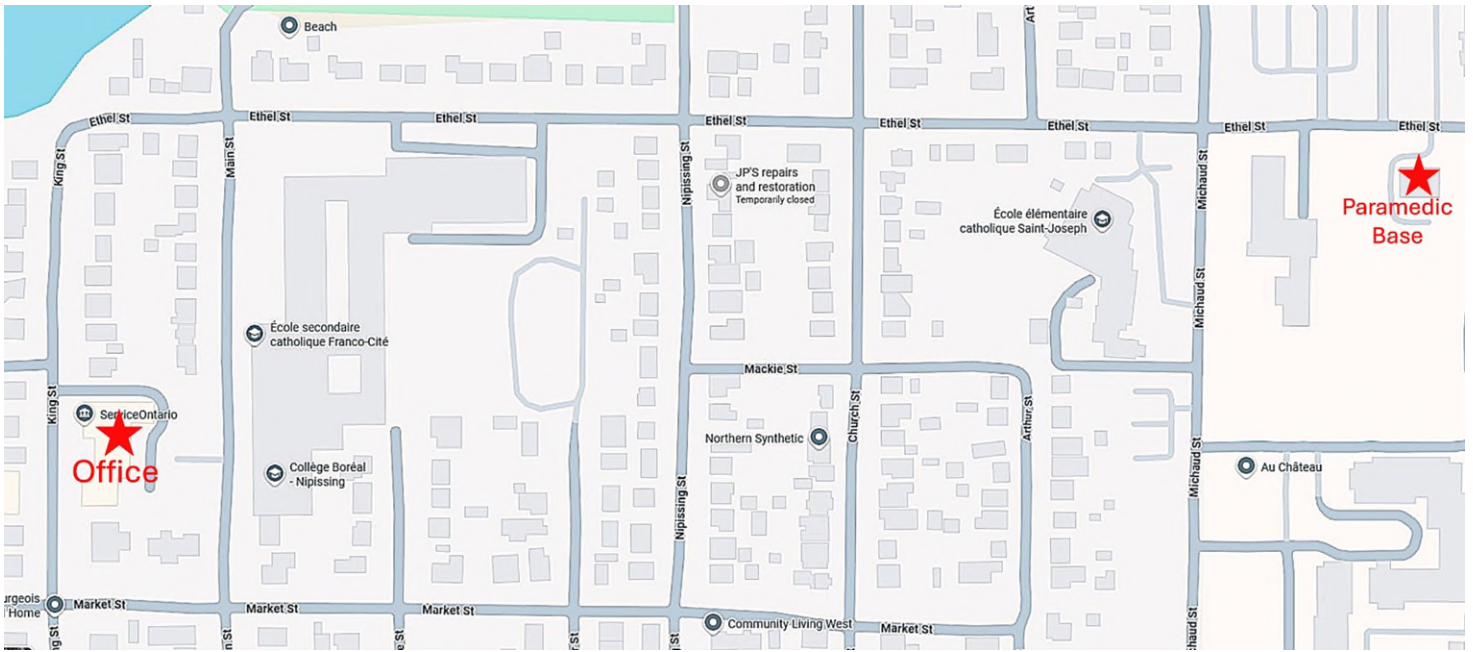
1.47. Applicable Law

This RFQ shall be governed and construed in accordance with the laws of the Province of Ontario, the federal laws of Canada applicable therein, and applicable DNSSAB by-laws and policies.

1.48. Appeal of Decision

There shall be no appeal regarding DNSSAB's decisions concerning the RFQ. DNSSAB's decisions are final and binding.

APPENDIX A: LOCATION OF PREMISES



APPENDIX B: SCOPE OF WORK

DNSSAB is under no obligation to maintain services at any particular location for any minimum period of time, and the information concerning service locations contained in this RFQ is provided as an estimate and guideline only to indicate the general scale and scope of work.

The Service Provider shall be responsible for completing the following cleaning tasks and responsibilities at the Office and Base locations as follows:

OFFICE

All work shall be provided during After Hours on Business Days, with a maximum of eight (8) hours per week, as determined by the Service Provider. Any other times arranged outside of these working hours, must be approved by the Service Recipient.

Regular Shift Tasks

Office Areas: Clean computer screens and dust keyboards; all waster and recyclable receptacles will be emptied, and all soiled wastebasket liners will be replaced; vacuum and/or sweep floors around and under desks and tables and ensure that all visible dirt, stains, etc. are cleaned up; vacuum chairs and boot trays and ensure that all visible dirt, stains, etc. are cleaned up; mop all floors, including under desks and tables, offices and meeting rooms, reception area, staff breakroom and hallways; clean the interior windows in offices (esp. fingerprints); disinfect the surfaces that people touch: phones, partition handles, hand railings, panic hardware, lamps/light switches, keyboards, fax machines, copiers, staplers, door handles, Lexan barriers, chairs, tables, counters, and any other assigned item; dust desks, shelves/file cabinets, picture frames, bookshelves, fire extinguishers, blinds, and other hard surfaces.

Staff Breakroom: Discard any food wrappers or unwanted food left on counters and/or tables; all waster and recyclable receptacles will be emptied, and all soiled wastebasket liners will be replaced; clean and disinfect appliances, especially any exterior surfaces, on the refrigerator, toasters, and microwave (i.e., handles and buttons); and clean and disinfect surfaces people eat and prepare food on (i.e., table and/or counters).

Reception: Dust the desk, hard surfaces, waiting room tables, and chairs; all waste and recyclable receptacles will be emptied, and all soiled wastebasket liners will be replaced; clean and dust windows, company signs, and other elements visiting guests see first; Disinfect surfaces people touch, like lamps/light switches, phones, call buttons and bells, door handles, chairs, TV screens, and any other assigned item; and vacuum/Sweep /Mop floor area in the waiting and common areas.

Office Restroom: Clean, de-lime, and disinfect the toilet; Clean and disinfect the sink; Clean and disinfect any separation panels, toilet handles, faucets, toilet seats, and accessible devices; Sweep the floor of debris, then mop it with disinfectant; Clean off hard surfaces, discard paper towels and other trash not in the recycling bin and then disinfect all hard surfaces; Replenish paper towels, toilet tissue, hand soap and other supplies to ensure a minimum 2- day supply; Ensure that the paper towel dispenser is working properly after each replenishment; Clean the mirror with a glass cleaner; and Record the date and time that the washroom was cleaned on either an electronic recordkeeping system or on paper. All paper-based record keeping will be stored in a wall mounted sign in the restroom.

Weekly

Dust top of filing cabinets, signs, and picture frames; Clean and disinfect interior surfaces in the refrigerator; and clean (removing soiling, fingerprints and cobwebs) and disinfect all entrance doors interior/exterior, office doors, frames, windows and accessible device.

Monthly

Vacuum/wipe down air vents; Clean floors in storage rooms; and clean walls in the staff breakroom.

Bi-Annually

interior and exterior glass doors and windows to ensure dirt, streak-free, and shiny; Wash sides and front of filing cabinets; and Steam clean any and all floor carpets and fabric chairs.

Annually

Strip and wax any and all office floors (move and return all furniture).

On-Call as Needed

Clean and disinfect any pest related incidents.

BASE

All work shall be provided after hours on Business Days, with a maximum of four (4) hours per week, preferably every Wednesday after 6:00 p.m. The Service Recipient must approve any other times outside these working hours.

Regular Shift Tasks

Office Areas/Computer Hall/Desks: Dust and clean work areas, including desks, computer screens, keyboards, shelves, file cabinets, picture frames, fire extinguishers, blinds, and other hard surfaces; All waste and recyclable receptacles will be emptied, liners replaced, and the exterior of the receptacle cleaned; Vacuum/sweep floor areas, including carpets, chairs and boot trays; Mop resilient floors (titled or linoleum); Clean the interior windows in offices as needed (esp. fingerprints); Disinfect the surfaces that people touch, including phones, partition handles, hand railings, lamps, light switches, keyboards, fax machines, copiers, staplers, door handles, Lexan barriers, chairs, tables, counters, and any other assigned item; excludes panic alarm buttons. *The Service Provider is not responsible for moving items (e.g., papers, personal items, and computers) on the desk to clean it.*

Entrance Areas: Dust and clean desks, tables, and chairs; All waste and recyclable receptacles will be emptied, liners replaced, and the exterior of the receptacle cleaned; Clean and dust windows, company signs, and other elements visiting guests see first; Disinfect surfaces people touch, like lamps, light switches, phones, ticket machines, door handles, chairs, and any other assigned item; Vacuum/Sweep floor area, including any rugs and carpets; Mop resilient floors (tiled or linoleum); Dust the top of filing cabinets, signs, and picture frames; Clean all entrance doors (interior/exterior), door frames, windows and accessible devices, especially removing soiling, fingerprints and/or cobwebs; and Clean and dust all baseboards, heaters, windowsills and ledges.

Staff Breakroom/Rest Areas: Clean and disinfect tables, chairs, sinks, counters, dispensers, and cupboards; All waste and recyclable receptacles will be emptied, liners replaced, and the exterior of the receptacle cleaned; Refill dispensers (soap, towel, tissue); Clean and disinfect exterior surfaces, including handles/buttons, on all appliances (i.e., television remote, refrigerators, toasters); Clean the inside and outside of the microwave; and Clean and disinfect chairs.

Restrooms/Change Rooms: Clean, de-lime, and disinfect the toilet and urinals; Clean and disinfect the sink, shower, and stalls; Clean separation panels, baseboards, counters, dispensers, walls, benches, drains, partitions, lockers, handles, faucets, seats, and accessible devices; Mop resilient floors (tiled or linoleum); All waste and recyclable receptacles will be emptied, liners replaced, and the exterior of the receptacle cleaned; Clean and polish mirrors, chrome, and hardware; and Refill dispensers (soap, towel, tissue).

Monthly

Dust, vacuum, clean and disinfect all ceiling air vents; Clean floors in storage rooms; and record the date and time that the washroom was cleaned on either an electronic recordkeeping system or on paper. All paper-based record keeping will be stored in a wall mounted sign in the restroom.

Annually

The Parties shall schedule a date and time every year wherein the Service Provider shall strip and wax any and all office floors (move and return all furniture).

On-Call as Needed

Clean and disinfect any pest related incidents.

Property Support Requests (Routine)

The Service Recipient shall submit all additional task requests in relation to the Scope of Work as a **“Property Support Request”**, in accordance with the following:

- a) Unless the Service Recipient reasonably deems a Property Support Request as an emergency, the Service Recipient will email all Property Support Request to the Service Provider which will include the details of the request and expected completion date and time.
- b) The Service Provider covenants that it will acknowledge Service Recipient's non-emergency Property Support Requests within twenty-four (24) hours of receiving notice.

The Service Provider covenants that it will keep the Service Recipient up to date on its actions to address the Property Support Request and send final confirmation upon its resolution.

Property Support Requests (Immediate)

The Parties agree that if the Service Recipient requires that any tasks noted herein to be completed immediately, either as a reminder or emergency, the Service Recipient shall provide a Property Support Request via email to the Service Provider, who shall acknowledge, respond and address as follows:

- a) For emergency requests, Service Provider shall acknowledge the request by email within one (1) hour.
- b) For reminder requests, the Service Provider shall acknowledge by email within four (4) hours.

The Service Provider acknowledges that immediate requests may be made outside of work hours; however, these are subject to Service Provider's staff availability. The Parties agree that any immediate Property Support Request will be for a minimum three (3) hours of work. Upon completion of the Property Support Request, the Service Provider shall notify the Service Recipient that request has been resolved along with a description of the resolution.

Restrictions

The Service Provider shall not use sweeping compounds and dust mop dressings containing substances harmful to floor surfaces; use abrasives for buffing; place chairs or wastebaskets on desks, tables or other furniture surfaces; unplug data or word processing equipment from their electrical outlets; and spray or cover baseboards and furniture legs with floor waxes or cleaning solutions.

Service Responsibilities

The Service Provider is responsible for the lock-up of the premise upon work completion, all internal and external doors are closed, and that any alarm is set; to have regular checks for the quality of the work performed, and if any issues or problems are identified, will be expected to remedy within twenty-four (24) hours; to provide and maintain adequate signs, barriers and other safeguards (i.e., signs warning of 'wet floors'); to store waxes, solvents, floor finishes, polishes and combustible materials in containers with tight-fitting lids. correctly identify and store such materials from rags and other combustible materials; to ensure all employees have been trained in WHMIS procedures; to ensure MSDS sheets are current, up-to-date and available. all expired sheets are to be replaced, and any new products entering the premises shall have MSDS sheets accompanying the product; no exceptions; to employ such methods as necessary to avoid defacement or damage to the premise and ensure that all materials used are compatible with surfaces on which they are used; to use cleaning products that have the following characteristics: comes in concentrated forms; biodegradable; not in aerosol cans; no toxic ingredients (no carcinogens or hazardous wastes); not-toxic to human or aquatic life; packaged in recyclable/reusable containers (minimal waste); are not petroleum-based or petrochemical compounds; produce minimal or no irritation to the skin, eyes, respiratory system; no unnecessary dyes and fragrances; are not corrosive or highly flammable; and work optimally in room temperature water; to ensure that the vacuum is put away after each use so that it does not pose a tripping hazard or blocks entrances; and responsible for attending to jams with the paper towel dispenser.

Obligations

The Service Provider shall notify the Service Recipient if any of the following occur: windows or any outside doors left open and unlocked; articles of value found; any damage caused to the premise; any hazardous conditions; any abnormal plumbing, electrical and mechanical conditions; any system or equipment on the premise is unsafe; and any circumstances not in keeping with good security and building premise.

Damages

The Service Provider shall be responsible for any damages caused by its actions and inactions to either perform any of the Services and/or to any intentional or unintentional destruction to the Premise except in the following circumstances:

- a) If caused by any act of neglect by the Service Recipient and/or any of the Service Recipient's Personnel.
- b) If caused by strikes, lockouts, fire, and/or unavoidable casualties.
- c) If, in the sole opinion of the Service Recipient, by any other cause and/or any kind whatsoever beyond the control of the Service Provider.

Performance Evaluation

The Service Provider has agreed to participate in an annual evaluation of its performance, conducted by the Service Recipient throughout the Term, any Extension Term(s), and as a final performance evaluation at the expiration or termination of the Agreement.

Notice Of Potential Relocation of Service Locations

Bidders are hereby notified that DNSSAB reserves the right, in its sole and absolute discretion, to change, modify, add, or remove service locations at any time after the Closing Date and/or after the execution of any Contract resulting from this RFQ. The service locations identified in this RFQ, specifically 94 King Street, Sturgeon Falls (the office) and 168 Ethel Street, Sturgeon Falls (the base), represent the current premises requiring cleaning services as of the date of this RFQ. DNSSAB makes no representation, warranty, or guarantee that services will be required at these locations for the duration of any Contract term or that additional locations will not be added during the Contract term.

After the Closing Date and prior to Contract execution, DNSSAB may notify any Preferred Bidder or Successful Bidder of changes to service locations, which may include: (a) relocation of services from the Office and/or Base to alternative premises; (b) addition of new service locations; (c) removal of one or both of the current service locations; or (d) any combination of the foregoing. After Contract execution, DNSSAB retains the continuing right to change service locations at any time during the Contract term, including any extension term(s), subject to the terms and conditions

set forth in the executed Contract.

By submitting a Quote in response to this RFQ, each Bidder acknowledges and accepts that DNSSAB may change service locations after the Closing Date and/or after Contract execution. Bidders acknowledge that any changes to service locations may result in modifications to: (a) the scope of work; (b) pricing and payment terms; (c) service schedules and hours of operation; (d) staffing requirements; and (e) other operational requirements. Bidders are advised to structure their Quotes to accommodate potential changes in service locations and to consider the operational and financial implications of such changes when preparing their submissions.



APPENDIX C: MANDATORY REQUIREMENTS SUBMISSION FORM

Bidder Information

Company (s): _____

Company Address: _____

Contact Person: _____

Contact Email/Phone: _____

Acknowledgment of Addendums

We acknowledge receipt of _____ addendums; and agree that the addendum/addenda form part of the RFQ.

Bidder's Declaration

Please initial beside each statement with which you agree. For DNSSAB's purpose, only those Bidders who have accepted (initialed) each statement of the Bidder's Declaration will be considered; failure to agree to any statement will disqualify your Quote.

I/WE have read and understood the terms and conditions outlined in this RFQ.

I/WE have read and understood the Scope of Work outlined in this RFQ.

I/WE agree to be bound by the terms and conditions contained in the RFQ.

I/WE declare that the Quote submitted has been made entirely in accordance with the terms and conditions of this RFQ.

I/WE declare that this Quote is the only Quote submitted. No other Quote were submitted under the same or different names or as multiple options within the same Quote.

I/WE declare that any potential and/or actual conflict of interest has been disclosed in writing to the Procurement Representative.

I/WE declare that this Quote was submitted by a Bidder with the capacity to contract (not a minor and of sound mind).

I/WE declare that this Quote was submitted by a Bidder (and all Participating Entities) who is not an Opposing Party in a legal action against DNSSAB.

I/WE declare that this Quote is made without collusion, connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair and without collusion for fraud.

I/WE declare that the undersigned is empowered by the Bidder to negotiate all matters with DNSSAB's representatives relative to this Quote and any future Contract, and the person named has the authority to submit this Quote on behalf of the corporation, company, company, or partnership.

I/WE declare that no persons associated with the Quote have initiated communication about this RFQ after it was issued, before Closing Date, and before one or more contracts are entered in respect of the Scope of Work, which is its subject, with any member of the DNSSAB's Board, DNSSAB's staff, and/or the media.

I/WE declare that no person or employee associated with the Quote has been convicted of a criminal offence, including but not limited to fraud or theft.

I/WE declare that no person associated with the Quote has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its workers or the general public.

I/WE declare that no person associated with this Quote has committed professional misconduct or acts or omissions that adversely reflect the commercial integrity of the Bidder.

	I/WE declare that if any future Contract is to be negotiated with DNSSAB regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.
	I/WE declare to have accessed and reviewed the terms and conditions of DNSSAB's draft service agreement and understand that this document informs any future negotiations for a contract with the Successful Bidder, under the conditions outlined herein.
	I/WE declare that we have the labor, supplies, materials, equipment, and transportation required to completed all tasks associated with the Scope of Work
	I/We declare that I/we have the staff and/or participating entities to complete the work during the required hours noted in the Scope of Work.
	I/We declare that all proposed cleaning products will be: in concentrated forms, biodegradable, not in aerosol cans, no toxic ingredients (no carcinogens or hazardous wastes), not-toxic to human or aquatic life; packaged in recyclable/reusable containers (minimal waste); are not petroleum-based or petrochemical compounds; produce minimal or no irritation to the skin, eyes, respiratory system; no unnecessary dyes and fragrances; are not corrosive or highly flammable; and will work optimally in room temperature water.
	I/WE will submit verification that all staff and/or participating entities have completed recent and up-to-date WHMIS training.
	I/WE will submit copies of all MSDS sheets for all proposed chemical agents used (i.e., cleaning).
	I/WE will submit verification that I/we are fully bondable.
	I/WE will submit a copy of a current Business License.
	I/WE will submit verification of General Liability Insurance coverage of at least \$5,000,000.00 per occurrence.
	I/WE will submit Crime Liability Insurance coverage verification of at least \$1,000,000.00 per occurrence.
	I/WE will submit Auto Liability Insurance coverage verification of at least \$2,000,000.00 per occurrence.
	I/WE will submit verification of either employer's liability insurance or current WSIB Clearance Certificate(s) for all employees and sub-contractors associated with this Quote.
	I/WE will submit verification documents on our capabilities to address pest related incidents.

Declaration of Workforce

I/We will be completing the Scope of Work with the support of the following individuals or companies – if only by own forces, strike out the table below.

TYPE	NAME/COMPANY	ROLE/RESPONSIBILITY
Dealer		
Distributor		
Reseller		
Sub-Consultant		
Sub-Contractor		
Subsidiary		
Supplier		
Other		

[Rest of Page Intentionally Left Blank – Signature Page to Follow]

Completed by:

Name

Title/Position

Signature

Date

APPENDIX D: REFERENCES SUBMISSION FORM

Please provide a minimum of three (3) unique references from companies (DNSSAB excluded) for whom you have provided the same or similar Scope of Work requested in this RFQ within the past five (5) years. The Procurement Representative will only make two (2) attempts to contact your reference(s) – once by email and the second by phone, if necessary (if there has been no response to the initial email inquiry within two Business Days). If there is no reply or response to the phone call from the reference after two Business Days, the reference will be deemed as a failure.

Reference No. 1	Details
Company Name	
Reference Full Name	
Reference Job Title	
Reference phone number and extension	
Reference's Email Address	
Value of Work Performed by Bidder (\$)	
Work Begin Date (month & year)	
Work End Date (month & year)	
Description of work performed	
Has the Reference been Informed?	

Reference No. 2	Details
Company Name	
Reference Full Name	
Reference Job Title	
Reference phone number and extension	
Reference's Email Address	
Value of Work Performed by Bidder (\$)	
Work Begin Date (month & year)	
Work End Date (month & year)	
Description of work performed	
Has the Reference been Informed?	

Reference No. 3	Details
Company Name	
Reference Full Name	
Reference Job Title	
Reference phone number and extension	
Reference's Email Address	
Value of Work Performed by Bidder (\$)	
Work Begin Date (month & year)	
Work End Date (month & year)	
Description of work performed	
Has the Reference been Informed?	

Completed by:

Name

Title/Position

Signature

Date

APPENDIX E: PRICING SUBMISSION FORM

Submit an inclusive hourly rate(s) for the Scope of Work noted in APPENDIX B. Please note that the Successful Bidder will be responsible for all supplies, equipment, material, transportation, and other costs associated with the Scope of Work. All costs must be in Canadian dollars with H.S.T. excluded. All costs submitted shall be considered firm for the length of any Contract, including any extension term(s).

COSTS	# OF CLEANERS	RATE
Hourly Rate (Office)		
Hourly Rate (Base)		
Yearly % Increase		

Pricing Evaluation

Each Bidder's pricing will be tabulated by the Evaluation Committee using the following formula and scoring process to determine Bidder's Price:

- Office Weekly Price = # of Cleaners (Rate*8)
- Base Weekly Price = # of Cleaners (Rate*4)
- Weekly Price = Office Weekly Price + Base Weekly Price
- Year 1 Price = Weekly Price * 52 weeks
- Year 2 Price = Year 1 Price +(Year 1 Price* Yearly % Increase)
- Year 3 Price = Year 2 Price +(Year 2 Price * Year % Increase)
- Bidder's Price** = Year 1 Price + Year 2 Price + Year 3 Price

While the pricing information provided in this Quote will be non-binding prior to the execution of a written Contract, such information will be assessed during the evaluation of the Quote and the ranking of Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered Pricing, could adversely impact any evaluation or ranking when DNSSAB decides to enter into a Contract; therefore, DNSSAB reserves the right to reject Quote.

Bill 7, Employment Standards Act

Information and the rate schedule related to Bill 7 will be provided to Bidders upon request.

Completed by:

Name

Title/Position

Signature

Date

APPENDIX F: DEFINITIONS

In this RFQ and any Addendum forming part thereof, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following respective meanings regardless:

"Addenda" means a document made available by the Procurement Representative, which amends or clarifies the RFQ document.

"Bidder" means a legal entity, being a person, partnership, firm or corporation that has obtained official procurement documents for the purpose of submitting or who has submitted a Quote in response to this RFQ. Bidder includes any entity affiliated or related to the Bidder (including any entity with the same directing mind as the Bidder) as determined by DNSSAB.

"Board" means the 12-member Board of the DNSSAB. The Board consists of 11 elected officials who represent various municipalities throughout the District of Nipissing and one representative who represents the district's two unincorporated areas.

"Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and by DNSSAB.

"Business Hours" means 8:00 a.m. to 5:00 p.m. on a Business Day.

"Conflict of Interest" includes, but is not limited to, situations in which a person associated with the Quote or any member of his or her family can benefit financially from his or her involvement; and/or situations where a Bidder has an unfair advantage or engages in conduct, directly or indirectly that, may give it an unfair advantage in relation to the performance of its contractual obligations, the Bidder's other commitments, relationships or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Contract" means the written agreement resulting from this RFQ which governs the performance of the Scope of Work and may include, without limitation, the terms and conditions contemplated by this RFQ.

"Contract Authority" means the employee with the authority to bind DNSSAB and sign a Contract as defined and outlined in DNSSAB's ADMN 04: Purchasing Policy.

"Evaluation Committee" means the relevant representation from DNSSAB, as selected by DNSSAB, which evaluates Quotes and recommends, to the Contract Authority, a Preferred Bidder. The Evaluation Committee does not have the authority to bind DNSSAB.

"Opposing Party" means a Bidder who has an outstanding, unresolved claim or legal proceeding against DNSSAB or a Bidder against whom the DNSSAB has an outstanding, unresolved claim or legal proceeding.

"Participating Entity/ies" means any other entities other than the Bidder who is included in the Quote as either a sub-consultant, sub-contractor, subsidiary, distributor, dealer, and/or reseller necessary for the provision of the Bidder's Quote.

"Preferred Bidder" means the Bidder(s) short-listed by the Evaluation Committee who is recommended to DNSSAB's Contract Authority for Contract.

"Price" means the charges, fees, and/or quotes provided by the Bidder in its Quote as the full and actual cost to complete and provide all goods and/or services outlined in the APPENDIX B: Scope of Work.

"Quote" means all document completed and submitted by a Bidder for the purpose of offering to sell DNSSAB the goods and/or services specified in the RFQ and includes, but is not limited to, bids, quotations, proposals, and/or tenders/

"Scope of Work" means the goods and/or services to be provided by the Successful Bidder pursuant to APPENDIX B of this RFQ.

"Successful Bidder" means the Bidder(s) approved for a contract award by the Contract Authority.

"Vendor" means the Bidder(s) with an executed Contract for the services and/or goods requested through this RFQ.

APPENDIX G: DRAFT AGREEMENT

[SEE FOLLOWING PAGE]



SERVICE AGREEMENT

Cleaning Services for West Nipissing

THIS SERVICE AGREEMENT (the "**Agreement**") made effective on April 1, 2027.

BETWEEN:

DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD
(Hereinafter referred to as the "**Service Recipient**")

- And -

X

(Hereinafter referred to as the "**Service Provider**")

WHEREAS, the Service Recipient issued a Request for Proposals ("**RFP 2026-04**") that sought responses from qualified and experienced cleaners for an inclusive quote of all labour, supplies, material, equipment, transportation and any other costs associated with the general cleaning services at its premises located at 94 King St., Sturgeon Falls, ON P2B 1P8 (the "**Office**") and its paramedic base located at 168 Ethel St., Sturgeon Falls, ON P2B 1S9 (the "**Paramedic Base**").

WHEREAS, the Service Provider submitted a qualifying proposal to RFP 2026-04 that proposed an inclusive pricing for the requested cleaning services.

WHEREAS, the Service Recipient deemed the Service Provider's response as a preferred proposal from the RFP 2026-04 procurement competition and invited the Service Provider to negotiate a service agreement, which the Service Provider accepted.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. TERM

a) Initial Term

- i) This Agreement will be in force from 01-April-2027 to 31-March-2030 or until it is superseded or replaced by a subsequent Agreement or unless terminated by either Party.

b) Extension Term(s)

- i) The Service Recipient shall have the option, at its sole and absolute discretion, to extend the Term of this Contract for two (2) additional one (1) year terms ("**Extension Term(s)**") in accordance with the following:
 - (1) Extension Term Year 1: 01-April-2030 to 31-March-2031
 - (2) Extension Term Year 2: 01-April-2031 to 31-March-2032
- ii) The option to extend shall be exercised by Notice given by the Service Recipient to the Service Provider no less than three (3) months prior to the expiration date of the Initial or any Extension Term, provided that such Notice shall be validly given and the Service Provider is not in material default under any of the terms and conditions in this Agreement.

iii) Any Extension Term(s) shall be subject to the terms and conditions of this Agreement.

iv) There shall be no further right of extension beyond Extension Term Year 2.

2. SCHEDULES

a) The Parties agree the following Schedules shall be deemed to be incorporated herein by reference:

- i. Schedule A: Scope of Work
- ii. Schedule B: Pricing
- iii. Schedule C: Change Order Request Form
- iv. Schedule D: Performance Evaluation Form
- v. Schedule E: Visitor's Non-Disclosure Agreement

3. CONTRACT DOCUMENTS AND PRECEDENCE

a) The Schedules form part of this Agreement. Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- i. The body of this Agreement
- ii. Schedule A
- iii. Schedule B
- iv. Schedule C
- v. Schedule D
- vi. Schedule E
- vii. Any other documents incorporated by reference in any of the foregoing.

4. SCOPE OF WORK

a) The Service Provider shall provide, at its exclusive cost and risk, all labour, supplies, materials, equipment and transportation necessary to complete the tasks and duties outlined in Schedule A.

5. RESPONSIBILITY OF SERVICE PROVIDER

a) The Service Provider shall be responsible for the action or inactions of its Personnel. This is in addition to any and all of the Service Provider's liabilities under the Agreement and under the general application of the law.

b) The Service Provider shall ensure that only Personnel is accessing the Premises.

c) The Service Provider shall advise all Personnel of their obligations under the Agreement and ensure their compliance with the applicable terms of the Agreement.

d) The Service Provider agrees it shall be solely responsible for any payments to be made to its Personnel, including every sub-contractor employed, engaged, or retained by it for the purpose of assisting the Service Provider in the performance of its obligations under this Agreement.

e) Service Provider shall coordinate the services of its Personnel, including its sub-contractors, and ensure that this coordination complies with all relevant requirements of this Agreement.

f) The Service acknowledges and agrees that no alcoholic beverages, cannabis products, or any illicit drugs or narcotics shall be brought on to the Premises by the Service Provider, its Personnel. Further, the Service Provider acknowledges and agrees that its Personnel shall not, at any time during this Agreement, be under the influence of alcohol, cannabis products, or any other illicit drugs or narcotics while on the Premises. Without limiting any other condition in this Agreement, the Service Provider acknowledges that failure to adhere to this condition is grounds for immediate termination of this Service Agreement.

g) The Service Provider agrees to be held responsible for any damage to the Premises and shall make good any damage to the satisfaction of the Service Recipient's Landlord.

- h) The Service Provider agree that it is responsible for its contents and equipment and where such damage may be attributable to the use of its contents and equipment of any kind The Service Provider alone shall be held liable for any repairs or replacement.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a) The Service Provider represents, warrants and covenants that:
 - i) It is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement.
 - ii) It has the full right and power to enter into the Agreement, and there is no agreement with any other person which would in any way interfere with the rights of the Service Recipient under this Agreement.
 - iii) The Services to be supplied under this Agreement will be in accordance with the Service Recipient's requirements as set out herein.
 - iv) There are no actions, claims, suits or proceedings pending or to its knowledge threatened against or adversely affecting it or any of its subcontractors in any court or before or by any federal, provincial, municipal or other government departments, commission, board, bureau or agency, Canadian or Foreign, that might affect the Service Provider's or its proposed subcontractor's financial condition or ability to perform and meet any and all duties, liabilities and obligations as may be required under this Agreement.
 - v) It has a code of conduct and ethical responsibilities, including a policy on the protection of privacy in accordance with MFIPPA, if applicable, or that is consistent with the Canadian Standards Association Code for the protection of Personal Information.
 - vi) It has a policy on conflict of interest for all persons at all levels.
 - vii) It has a policy on access for all persons in accordance with the AODA.
 - viii) It shall at all times comply and ensure compliance with all applicable federal, provincial or municipal legislation relating to occupational health and safety, including, without limitation, the OHSA as amended, and any and all applicable industry standards and guidelines pertaining to the Services.
 - ix) That no rights under the HRC as amended, or other applicable Human Rights Policy will be infringed due to its actions and inactions in accordance to the Agreement.
 - x) It has the licenses, permits or other approvals from federal, provincial, municipal or other government authorities and such private licenses, permits or approvals as may be necessary to enable the Service Provider to furnish the Services pursuant to this Agreement.
 - xi) It and its officers and Personnel shall remain members in good standing with any applicable regulatory college or professional association, where applicable.
 - xii) It has taken and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Services that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Services, such as employment contracts, on terms and conditions that will enable the Service Provider to minimize their cancellation costs in the event of the expiry or termination of the Agreement.
- b) Upon the request of the Service Recipient, the Service Provider will provide the Service Recipient with proof of any of the matters referred to above.

7. GOVERNANCE

- a) The Service Provider represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which this Agreement is in effect:
 - i) procedures to enable the Service Provider to administer and carry out the Services prudently, effectively and successfully;

- ii) procedures to enable the Service Provider, in a timely manner, to identify risks to the continuation of the Service and strategies to address the identified risks;
- iii) procedures to respond to and recover from instances of wrongdoing both within the Service Provider's organization or with third parties including subcontractors, consultants, or clients, and if requested, submit a plan to address the wrongdoing to the Service Recipient;
- iv) procedures to enable the preparation and delivery of all reports required; and
- v) procedures to enable the Service Provider to deal with such other matters as the Recipient considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

8. PERFORMANCE

- a) The Service Provider has agreed to participate in an annual evaluation of its performance, conducted by the Service Recipient throughout the Term, any Extension Term(s), and as a final performance evaluation at the expiration or termination of the Agreement.
- b) The Service Provider's performance will be evaluated by the Service Recipient using the form in Schedule D, which will be used to determine the Service Provider's performance score.
- c) Once a performance score has been determined, the Parties agree that, depending on where the performance score ranked, the following may happen:
 - i) Performance Score between 80% to 100%: be allowed to continue with Agreement and is encouraged to pursue further procurement opportunities with the Service Recipient.
 - ii) Performance Score between 60% to 79%: Be allowed to continue with Agreement but a Rectification Notice shall be issued to address the performance challenges in accordance with s.8 herein. If evaluation was completed at expiration or termination of the Agreement, the Service Provider will be suspended from bidding on any future procurement opportunities with the Service Recipient for a one-year period. After one year suspension, if awarded a future contract, the Service Provider will be placed on probation until any and all issues identified in the Rectification Notice are addressed to the satisfaction of the Service Recipient.
 - iii) Performance Score between 0% - 59%: Constitutes an *Event of Default* and disqualification from all future procurement competitions and opportunities with the Service Recipient for a period of 5 years, after which, the Service Provider may pursue other procurement opportunities with the Service Recipient.
- d) Service Provider agrees to abide by any evaluation or decision as to its performance, the evaluation of its performance, and the determination of a Performance Score, as determined by the Service Recipient, as final and unappealable.

9. CHANGE ORDERS

- a) The Parties agree that at any time, and without invalidating this Agreement, they may request changes to Schedule A and/or Schedule B, in accordance with the procedures as set out in s. 5 (b)-(f).
- b) To request a change, the Requesting Party must deliver a written request to the Receiving Party in the form attached as Schedule C.
- c) A change order request cannot be used to alter, delete, add, or modify any other article, term or conditions of this Agreement, including Rates (increase or decrease). All change requests for terms or conditions outside Schedule A must be pursued through an Amendment.
- d) The Receiving Party will have ten (10) Business Days after receiving a change order request to deliver to the Requesting Party a written response, using the provided Schedule B, shall include, at a minimum, confirmation of change status decision (i.e., agreed or denied), and rationale if the change is denied or identification of which changes were acceptable from the change order request.

- e) If the change order response is mutually acceptable, the Parties agree to incorporate the agreed to change order request form into the Agreement while the change proposed is authorized to commence.
- f) The Parties have agreed that request for changes shall not be utilized to excuse or absolve a Party from any delay in or failure of performance under this Agreement.

10. SUPPLEMENTAL INSTRUCTIONS

- a) The Parties agree that either may seek clarification as to obligations or expectations as herein by issuing a Notice for supplemental instructions, wherein, as determined by the Receiving Party, said request for supplemental instructions is deemed net neutral on cost and time.
- b) Upon receipt of the response from the Receiving Party, the Requesting Party shall promptly proceed with the clarification as to its obligation or expectation under Article III without the need for a change order request form or Amendment. The full supplemental instruction Notice exchange between the Parties shall be deemed to be incorporated within this Agreement as a Schedule. For greater certainty, there shall be no substantial change, modification, addition, deletion and/or alteration to any term or condition within this Agreement owing to supplemental instructions.

11. PAYMENT

- a) The Service Recipient has agreed to pay a monthly fee ("Monthly Fee"), for the Goods and Services, in accordance with the fees listed in Schedule B.
 - i) Monthly fees include allowances for all Quarterly, Semi Annual and Annual Cleaning Activities.
 - ii) The total amount payable shall not exceed the total specified in Schedule B.
 - iii) If the total specified in the Schedule B is based on estimated quantities, the Service Recipient is not bound to the estimated quantities and reserves the right, at its sole discretion, to procure either more or less without compensation to the Service Provider other than the applicable rate(s) specified.
- b) The Pricing in Schedule B represents an inclusive price that includes all labour, supplies, material, equipment, transportation and any other costs associated with the Services.
- c) The Service Provider has agreed to submit a monthly invoice, based on the previous month's service, to the Service Recipient, by the first of the subsequent month. Each invoice must include specific details on the hours worked and services performed.
- d) The Service Recipient has agreed that payment shall be within thirty (30) days of the receipt of an invoice; unless there is an active dispute. The Service Recipient agrees to pay the Service Provider by way of DBD.
- e) The Service Recipient agrees to pay penalty fees for all late and/or returned payments at a rate of 2% per month (24% per annum). The Service Recipient agrees that a further \$45.00 administrative fee will be charged to the account for any returned payments.

12. DISPUTE RESOLUTION

- a) The Parties have agreed to use the dispute resolution process set out herein to resolve any issues arising between them under the terms of this Agreement. However, the Parties agree that the dispute resolution process prescribed in this article does not limit, affect, modify, or alter any rights and remedies of the Parties to terminate this Agreement.
- b) **Rectification Notice:** The Parties agree that when a party fails to comply with any of its obligations under the Agreement (a "Defaulting Party"), the Party not in default (a "Non-Defaulting Party") may deliver a written rectification Notice (a "Rectification Notice") setting out the manner and time frame for rectification. Within seven (7) Business Days of receipt of the Rectification Notice, the Defaulting Party shall either comply with the terms of the Rectification Notice; or deliver a satisfactory rectification plan (a "Rectification Plan") to the Non-Defaulting Party.

- c) **Formal Discussion:** If a Defaulting Party fails to either (a) comply with a Rectification Notice or (b) deliver a satisfactory Rectification Plan, the Parties shall attempt to resolve the dispute identified in the Rectification Notice by means of a Formal Discussion within ten (10) Business Days after receipt of a Notice of the Defaulting Party's failure to comply with a Rectification Notice or to provide a satisfactory Rectification Plan.
- d) **Mediation:** If the Formal Discussion fails to resolve some or all of the issues in dispute identified in the Rectification Notice, the parties shall attempt to resolve all or the remaining issues in the dispute through mediation. If the parties do not resolve all or the remaining issues in dispute through mediation, then either Party may pursue resolution through legal means.
- e) **Performance:** Subject to the terms and conditions of this Agreement, unless requested or otherwise agreed to by the Service Recipient, the Service Provider shall not stop or suspend the performance of the Services hereof pending the resolution of any dispute. At any time prior to the resolution of a dispute, the Service Recipient may provide a written direction to the Service Provider as to the manner by which it shall deliver Services pending resolution of the dispute, and the Service Provider shall proceed as directed.

13. INDEMNIFICATION

a) By Service Provider

- i) The Service Provider agrees that it will indemnify and hold harmless the Service Recipient and each of its board members, directors, managers, supervisor, employees, and those for whom the Service Recipient are in law responsible from and against any and all Claims, by whomsoever made, sustained, incurred, brought or prosecuted, including for third-party bodily injury (including death), personal injury, property damage, employment related and/or privacy matters, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent subcontractors in the course of carrying out, providing and/or administering Services under, or otherwise in connection with this Agreement.
- ii) The Service Provider further agrees to indemnify and hold harmless the Service Recipient for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit by any person, entity or organization, including, without limitation, the Service Recipient, claimed or resulting from such Claims.
- iii) **Obligation to Defend:** In its sole and absolute discretion, the Service Recipient reserve the right to require the Service Provider to defend in Service Recipient's name and on Service Recipient's behalf any claim arising from or at its sole cost and expense out of or related to the Services.
- iv) Where Service Recipient, at its sole and absolute discretion, retains separate legal representation independently of the Service Provider to defend any claim arising from or out of or related to this Agreement, the Service Provider understands and agrees that the Service Recipient is entitled to defend, compromise, or settle the Claim on such terms as it deems fit.
- v) Upon written demand by the Service Recipient, the Service Provider shall reimburse the Service Recipient for the sum or sums paid by it together with any and all related expenses within thirty (30) days of such demand. In addition to any other remedies the Service Recipient may have, the Service Recipient may deduct the amounts of any payments or expenses made or incurred in dealing with a Claim from any sums due or to become due to the Service Provider under any other contract between the Service Recipient and the Service Provider.

b) By the Service Recipient

Under no circumstances shall the Service Recipient provide any indemnification.

c) **Estoppel**

This article shall operate conclusively as an estoppel in the event of any Claim, action, complaint or proceeding which might be brought in the future by the Service Provider.

14. **INSURANCE**

- a) The Service Provider has agreed to purchase and maintain in force all the necessary and appropriate insurance that a prudent person carrying out similar services outlined in this Agreement, at its own expense, with an insurer acceptable to the Service Recipient, but with an insurer with at minimum a secure A.M. Best rating of B+ or greater, the following insurance policies:
 - i) **Commercial General Liability** insurance on an occurrence basis for third party bodily injury/death, personal injury/death and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) products and completed operations aggregate. The policy is to include the following: contractual liability coverage; cross-liability clause; employers liability coverage); 30-day Notice of cancellation, termination or material change; tenants legal liability coverage (if applicable and with applicable sub-limits).
 - ii) **Automobile liability** insurance with a minimum limit of two million dollars (\$2,000,000) for all owned or leased licensed motorized vehicles used in the delivery of goods and/or in the performance of the services.
 - iii) **Crime liability** covering loss inside and outside the Premises with such policy to provide coverage for an amount not less than one million dollars (\$1,000,000) dollars.
- b) **Additional Insured:** All policies identified in s.14(a)(i)-(iii) shall include as an additional insured "District of Nipissing Social Services Administration Board".
- c) **Subrogation:** The Service Provider shall have no claim against the Service Recipient or the Service Recipient's insurers for any damage or loss to its property in the performance of Service and obligations under this Agreement and shall require its insurers to waive any right of subrogation against the Service Recipient.
- d) **Non-Contribution:** The Service Provider has agreed that each insurance policy shall provide that the policy is non-contributing and applies only as primary and not as excess to any other insurance available to the Service Recipient.
- e) **Deductibles:** The Parties agree that the insurance policies noted in ss.14(a)(i)-(iii) may be subject to reasonable deductible amounts, which the Service Provider shall solely bear.
- f) **Subcontractors:** Where a subcontractor is retained for work, the Service Provider must ensure the necessary insurance equal to the limits and coverages required herein.
- g) **Liability Limits:** The Service Provider has agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Service Provider in the performance of the Services.
- h) **Insurance Certificates:** The Service Provider has agreed that it shall submit a certificate evidencing the insurance policies noted in ss.14(a) signed by the insurer or an authorized agent of the insurer, which must be delivered to the Service Recipient within ten (10) days after the Effective Date. The Service Provider further agrees that at the expiry of insurance policies, originally signed certificates evidencing renewal will be provided to the Service Recipient without Notice or demand.
- i) **Continuous Coverage:** Notwithstanding anything to the contrary contained in this Agreement, the Service Provider has agreed that insurance shall be kept in full force and effect throughout the Term and for a period ending no sooner than two (2) years after the termination or expiry of this Agreement, as the case may be.

15. **WSIB**

- a) If Service Provider does not have employers' liability coverage, it shall secure, maintain and pay all costs for WSIB workers' compensation coverage for its employees providing Services under this Agreement, whether required statutorily or not under the WSIA.

- b) Service Provider agrees that it is not, nor is any person hired by it, covered by the Service Recipient under WSIA, and Service Provider shall be responsible for and shall pay all dues and assessments payable under the WSIA, whether provincial or federal, in respect to the Service Provider, Service Provider's employees and operators.
- c) Service Provider represents and warrants that it shall be in good standing with WSIB throughout the Term of this Agreement.
- d) Upon the Service Recipient's request, the Service Provider shall produce a Clearance Certificate issued by WSIB confirming that Service Provider has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the Service Recipient is relieved of financial liability. Thereafter, throughout the Term, a new Clearance Certificate may be requested by the Service Recipient from the Service Provider every ninety (90) days or upon expiry of the Certificate's validity period, whichever comes first.
- e) Service Provider shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors providing services under this Agreement, have secured WSIB coverage, whether required statutorily or not, for the Term of this Agreement.

16. CONFIDENTIALITY

- a) The Service Provider shall establish and maintain policies, procedures and safeguards that protect all Confidential Information provided to or received by the Service Provider from the Service Recipient against any breach of confidentiality that shall be no less rigorous than those policies, procedures, and safeguards in effect to protect the Service Provider's similar data and/or Confidential Information using industry-based practices including, but not limited to:
 - i) That all employees of the Service Provider who access the property have signed Non-Disclosure Agreements as found in Schedule E.
 - ii) implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to Confidential/Personal Information to deliver the Services;
- b) The Service Provider shall notify the Service Recipient as soon as the Service Provider becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;
- c) The Service Provider acknowledges that breach of any provisions of this article may cause irreparable harm to the Service Recipient or any third party to whom the Service Recipient owes a duty of confidence and that the injury to the Service Recipient or any third-party may be difficult to calculate and inadequately compensable in damages. The Service Provider agrees that the Service Recipient is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this article.
- d) The Parties agree that any Confidential/Personal Information supplied to the Service Recipient may be disclosed by the Service Recipient where it is obligated to do so under MFIPPA, by order of a court or tribunal or pursuant to a legal proceeding, with the provisions of this section prevailing over any inconsistent provisions in the Agreement.

17. NOTICES

The Parties agree that any demand, direction or other communication to be made or given hereunder shall be in writing and may be made or provided by mail and email, addressed to the respective Parties as follows:

Where the Service Recipient is the intended recipient:

Attention: Director, Finance and Administration

Mailing Address: 200 McIntyre Street East, North Bay, ON P1B 8V6

Email: risk@dnssab.ca

Phone: 705-474-2151

Where the Service Provider is the intended recipient:

Attention:

Mailing Address:

Email:

Phone:

- a) The Parties agree that any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing, but if at the time of mailing or within five (5) Business Days after that, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication shall be delivered or transmitted through recorded electronic communication as provided in this section.
- b) Any Notice delivered by email to the Party to whom it is addressed as provided above under this section shall be deemed to have been given and received on the day it is delivered, provided that if that day is not a Business Day, then the Notice shall be deemed to have been given and received on the first Business Day next following that day.

18. FORCE MAJEURE

- a) The Parties agree that if a Force Majeure Event occurs, the Party affected by such Force Majeure Event (the "**Affected Party**") must immediately give the other Party Notice of:
 - i) the Force Majeure Event including its nature and likely duration;
 - ii) a description of which obligations have been prevented or delayed; and,
 - iii) the nature and extent of the effects of the Force Majeure Event on such obligations.
- b) Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives the written Notice until the cessation of the Force Majeure Event.
- c) Where the Affected Party is the Service Provider, the Service Recipient shall be entitled to contract with a third party to meet its needs for Services for the duration of the Force Majeure Event. In such a case, the consideration (if any) payable to the Service Provider shall be reduced by an equitable amount to reflect the Services provided by the third party.
- d) The Affected Party shall report to the other Party in writing (regularly) of its steps to remove or lessen the effect of that Force Majeure Event.
- e) Notwithstanding anything contrary, the Service Provider shall not be entitled to any increase in the consideration on account of any impact of a Force Majeure Event.
- f) On the cessation of such Force Majeure Event, the Affected Party shall:
 - i. immediately give Notice to the other Party of the cessation of the Force Majeure Event; and,
 - ii. resume performance of the obligations suspended as a result of the Force Majeure Event.

19. EVENT OF A DEFAULT

- a) The Parties agree that an Event of Default occurs under any of the following conditions:
 - i) That, if in the opinion of a Party ("**Non-Defaulting Party**"), the other Party ("**Defaulting Party**") is in material breach of the performance of, or compliance with, any term, representation, condition, warranty, covenant, obligation and/or other material terms of this Agreement, which shall include, but not be limited

- to, carrying out of Services; Service performance; payment; provision of reports; insurance, WSIA, media, records, auditing, confidentially obligations; or in the event of a second similar or same Rectification Notice.
- ii) A Party ceases to operate or carry on business as a going concern.
 - iii) A Party files a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law.
 - iv) A Party becomes bankrupt, insolvent or goes into receivership.
 - v) A Party receives an order, judgment, or decree by a court of competent jurisdiction upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the Recipient's assets.
 - vi) A Party is wound up or dissolved or otherwise ceases to carry on business.
 - vii) A Party, or any of its associated subcontractors relevant to this Agreement:
 - (1) is not in compliance with all applicable laws in respect of the operation of its respective business;
 - (2) is involved in judicial or arbitral proceedings against the other Party;
 - (3) is convicted of a statutory offence relating to the other Party which has not been cured;
 - (4) acts or behaves in a way that brings the other Party's reputation into disrepute;
 - (5) acts or behaves in an abusive or discriminatory manner to any Personnel of the other Party;
 - (6) is related to or controlled by another person to which conflict of interest is actual or potential.
 - viii) A Party has knowingly provided false or misleading information to the other Party or in any communication with the other Party.
- b) If an Event of Default occurs under s. 10.1 (a), (g) and/or (h) the Non-Defaulting Party agrees to:
- i) Notify the Defaulting Party in writing of the particulars of the Event of Default.
 - ii) Provide the Defaulting Party with an opportunity to remedy the Event of Default.
 - iii) Notify the Defaulting Party of the period of time within which the Party is required to remedy the breach (the "**Notice Period**").
 - iv) If the Defaulting Party does not remedy the Event of Default within the Notice Period and it becomes apparent to the Non-Defaulting Party that the Defaulting Party cannot completely cure the Event of Default within the Notice Period or the Defaulting Party is not proceeding to remedy the Event of Default in a way that is satisfactory to the Non-Defaulting Party; the Non-Defaulting Party may:
 - (1) Extend the Notice Period, or,
 - (2) Exercise any of its rights in s. 10.2 (a) and (b).
- c) If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions:
- i) The Non-Defaulting Party may terminate the Agreement immediately by Notice.
 - ii) If Service Provider is the Non-Defaulting Party, it may suspend Services for such period of time as Service Provider considers appropriate.
 - iii) If the Service Recipient is the Non-Defaulting Party, it may suspend, reduce or cancel payments for such period of time as the Service Recipient considers appropriate.
 - iv) If the Service Recipient is the Non-Defaulting Party, it may determine that Service Provider is ineligible to compete in future procurement competitions through the Service Recipient.
 - v) If the Service Recipient is the Non-Defaulting Party, demand the repayment of any monies remaining in the possession or under the control of the Service Provider.
 - vi) If the Service Recipient is the Non-Defaulting Party, demand the repayment of an amount equal to any payments which the Service Provider was not entitled to in accordance with this Agreement, due to the Event of Default.
- d) The Parties agree that nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available at law in the event of any breach of this Agreement.

20. TERMINATION

- a) The Parties agree that either Party ("**Terminating Party**") may terminate this Agreement at any time, without cause or liability, by giving ninety (90) days' Notice to the other Party ("**Non-Terminating Party**").

21. OBLIGATION ON EXPIRATION OR TERMINATION

- a) Upon expiration or termination of the Agreement, under Article 1, Article 16 or Article 17, in addition to its other obligations under the Agreement and at law, the Parties agree that:
 - i) Service Recipient shall ensure immediate payment of all fees or charges that are outstanding to Service Provider, under this Agreement;
 - ii) Service Provider shall make no further commitments in relation to the Services and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - iii) Service Provider shall provide the Service Recipient with a report detailing the current state of the provision of Services at the date of termination; and any other information requested by the Service Recipient pertaining to the provision of the Services and performance of the Agreement;
 - iv) Service Provider shall reimburse, repay or return forthwith to the Service Recipient any monies, and all interest advanced, as requested by the Service Recipient in accordance with this Agreement;
 - v) Service Provider shall comply with any other instructions provided by the Service Recipient, including but not limited to instructions for facilitating the transfer of its obligations to another Service Provider.
 - vi) Service Provider shall return and then destroy all provided and received the Service Recipient's Confidential/Personal Information within thirty (30) days following expiration or termination of the Agreement.
- b) The Parties shall execute such documentation as may be required to give effect to the termination of the Agreement.

22. PARTIAL TERMINATION

- a) If the Agreement is terminated in part concerning the provision of a specific Service, all obligations concerning the provision of all other Services continue in full force and effect.

23. GENERAL TERMS AND CONDITIONS

- a) **Amendments:** The Parties agree that any change, alteration or Amendment to this Agreement, including the Schedule, shall be made in writing and signed by the Parties unless an article or section in this Agreement has expressly stated otherwise.
- b) **Articles and Sections:** The Parties agree that any reference in the Agreement to an article or section or any other subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly labelled provision of this Agreement and is for convenience of reference and shall not affect the construction or interpretation of this Agreement.
- c) **Assignment:** The Service Provider shall not assign its rights, benefits or obligations under this Agreement without first obtaining the written consent of the Service Recipient. This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- d) **Compliance with the Laws:** The Parties agree that it shall comply with all laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commission and boards having jurisdiction, including, but not limited to the *Employment Standards Act*, *Accessibility for Ontarians with Disabilities Act*, *MFIPPA*, the *Personal Information Protection and Electronic Documents Act*, *Human Rights Code ("HRC")*, *Environmental Protection Act*, *Occupational Health and Safety Act ("OHSA")*, and *PHIPA*, as amended or re-enacted from time to time, and any successor legislation.
- e) **Cost and Expenses:** Parties agree that all costs and expenses (including without limitation the fees and disbursements of legal counsel) connected with this Agreement, with the expectation of all costs associated with a Party's indemnification responsibilities, shall be paid by the Party incurring that expense. **Currency:** The

Parties agree that reference to currency is to Canadian currency, and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

- f) **Counterparts and PDF Delivery:** For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under *Ontario's Electronic Commerce Act*. Each instrument, when executed in counterpart, scanned and delivered, shall be deemed an original, and collectively, all such instruments shall constitute the Agreement to be valid and binding upon the parties. Any party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately upon request provide an originally signed counterpart of this Agreement, provided, however, that any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement.
- g) **Further Assurances:** The Parties agree that at any time and upon the request of the other Party, execute and deliver such documents and do such further acts and things as the Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
- h) **Governing Law:** The Parties agree that this Agreement shall be governed by, and construed and enforced under, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties agree that each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such Province and all courts competent to hear appeals therefrom.
- i) **Headings:** The headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement.
- j) **Independent Legal Advice:** The Service Provider acknowledges that the Service Recipient has advised them to seek independent legal advice with respect to entering into this Agreement and that the Service Provider is entering into this Agreement with full knowledge of the contents hereof, of their own free will and with full capacity and authority to do so.
- k) **Joint Liability:** Where the Service Provider comprises more than one entity, each entity will be jointly and severally liable to the Service Recipient for the fulfillment of the obligations of the Service Provider under the Agreement.
- l) **Language:** The Parties agree that this Agreement and any related documents be drawn up in English unless mutually agreed otherwise. The Parties agree that the English-language version of the Agreement takes precedence over any other translations or versions.
- m) **Lobbying or Influence:** The Service Provider covenants and agrees that it shall not use any Payments hereunder to support the lobbying or influence any government body or agency.
- n) **Media Communications:** Except <https://www.lawinsider.com/clause/mutual-publicity> for disclosures required by law, each Party agrees not to issue a press release or public statement relating to this Agreement or its terms or use the other Party's name, logo, or other identifying information unless in each case the other Party has provided written consent, which shall not be unreasonably withheld. Any such disclosures or uses of name, logos, and identifying information shall be in good taste, shall not be disparaging and shall uphold the professional standards and goodwill associated with the other Party.
- o) **Non-Exclusivity:** The Service Provider acknowledges and agrees that entering into this Agreement with the Service Recipient is not a guarantee or promise of exclusivity. The Service Recipient, in its discretion, may arrange for the performance of any Services by entities (internal and external) other than the Service Provider.
- p) **Not a Partner, Agent or Employee:** The Service Provider shall have no power or authority to bind the Service Recipient or assume or create any obligation or responsibility, express or implied, on behalf of the Service Recipient. The Service Provider shall not hold itself out as an agent, partner or employee of the Service Recipient. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between the Service Recipient and the Service Provider or any of the Service Provider's

Personnel. Specifically, the Parties agree that it is not intended by this Agreement that Service Provider or any of its directors, officers, employees, agents or volunteers, employed or retained by the Service Provider, shall be an employee of the Service Recipient for the purposes of any applicable legislation including, without limitation, the *Income Tax Act*, *Pension Plan*, *Workplace Safety and Insurance Act*, OHSA, and the *Health Insurance Act*, all as amended from time to time and any legislation in substitution thereof.

- q) **Number, Gender, Person:** The Parties agree that words or numbers in or implying the singular include the plural and vice versa, and words having gender include all genders in this Agreement.
- r) **Representatives May Bind the Parties:** The Parties confirm that their respective representatives have the authority to legally bind them to the extent permissible by the requirements of law.
- s) **Rights and Remedies Cumulative:** The rights and remedies of the Service Recipient under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- t) **Severability:** The Parties agree that if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.
- u) **Successors:** The Parties agree that this Agreement shall be binding upon and to the benefit of the successor and permitted assigns of each Party.
- v) **Survival:** The Parties agree that all representations, warranties and obligations for record-keeping, confidentiality, insurance, and indemnification as outlined in this Agreement shall survive termination or expiry of the Term and will continue in force after, and despite, such termination or expiry until they are satisfied or by their nature expire.
- w) **Time of the Essence:** The Parties agree that time will be of the essence of this Agreement.
- x) **Waiver:** The Parties agree that no term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by an authorized representative of the Party claiming to have waived or consented. The Parties agree that no consent by a Party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach, except where expressly indicated otherwise.
- y) **Whole Agreement:** This Agreement represents the whole contract between the Parties and supersede and replaces all other types of arrangements, whether written or oral, between the Service Recipient and Service Provider with respect to the subject matter hereof.

24. DEFINITIONS

In this Service Agreement and Schedules forming part thereof, words and expressions parenthetically defined in this Agreement shall have the meaning therein provided; however, all capitalized terms noted below shall have the following respective meanings regardless:

- **"After Hours"** means the provision of Services after Business Hours and which may not adhere to the Business Day and therefore might include Saturday-Sunday, statutory or civic holidays observed in Ontario in addition to services being offered Monday to Friday.
- **"Business Day"** means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario or by the Service Recipient.
- **"Business Hours"** means 8:00 a.m. to 5:00 p.m. on a Business Day.
- **"Claim"** means any and all liability, loss, costs, damages, and expenses (including legal fees), causes of action, action, claims, demands, lawsuits or other proceedings.
- **"Confidential Information"** Means all information disclosed by the disclosing party to the receiving, in any form, including oral, written or machine-readable, that is marked as confidential or that reasonably should be

understood to be confidential given the nature of the information. For further clarity, confidential information includes, but not limited to, any data and information that is not generally known to the public or that is of a proprietary or a personal nature (i.e., names, addresses, records of clients), regardless of whether it is identified as proprietary or personal or not, and whether recorded or not, however, fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of a visitor due to their access to the Premise, including any information that is advertently or inadvertently viewed or overheard.

- **"Expiration or Expiry Date"** means the ending of any fixed period for which this Agreement is valid.
- **"Force Majeure Event"** means events that are beyond the reasonable control of a Party, which prevent the Party from performing any of its obligations under this Agreement; including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious epidemics, electricity supply interruptions and/or power failures.
- **"Formal Discussion"** means the step during a Dispute Resolution Process at which members of the Senior Management Teams of each Party meet formally to discuss and resolve a dispute identified in a Rectification Notice.
- **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, as may be amended from time to time and all regulations thereunder.
- **"Notice or Notification"** means any communication given or required to be given pursuant to s. 1.20.
- **"Party or Parties"** means the Service Recipient and/or the Service Provider, as the context may require.
- **"Personal Information"** has the meaning ascribe to it in MFIPPA.
- **"Personnel"** includes, subject to the context, board members, employees, partners, shareholders, directors, officers, agents, assigns, representatives, independent contractors, subcontractors, sub-service providers, sub-consultants, temporary agencies, volunteers or anyone for whom at law a Party is responsible in connection with or in any way related to the delivery or performance of this Agreement.
- **"Premise(s)"** means the Service Recipient's Leased areas which are subject to this Agreement.
- **"Rectification Notice"** means written Notification from a Party requesting that the other Party take specific action to comply with an obligation under the Agreement.
- **"WSIA"** means the *Workplace Safety and Insurance Act*, as may be amended from time to time and all regulations thereunder.
- **"WSIB"** means Workplace Safety and Insurance Board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

FOR THE SERVICE RECIPIENT

**District Of Nipissing Social Services
Administration Board**

Name:

Title:

I Have Authority to Bind The Corporation.

FOR THE SERVICE PROVIDER

X

Name:

Title:

I Have Authority to Bind The Corporation.

SCHEDULE A: SCOPE OF WORK

[Intentionally left blank]

SCHEDULE B: PRICING

[Intentionally left blank]

SCHEDULE C: CHANGE ORDER REQUEST FORM

[Intentionally left blank]

SCHEDULE D: PERFORMANCE EVALUATION FORM

[Intentionally left blank]

SCHEDULE E: VISITOR'S NON-DISCLOSURE AGREEMENT (the "NDA")

[Intentionally left blank]