



THE BRACEBRIDGE LIBRARY
REQUEST FOR PROPOSAL (RFP)
FOR
CLEANING SERVICES FOR
THE COULSON FAMILY BRACEBRIDGE LIBRARY
Reference No. 2023-LIB-RFP-001

RFP Issue Date: Wednesday, October 11, 2023

RFP Closing Date and Time: Submissions must be received by 2:00 p.m. local time on Wednesday, November 15, 2023

RFP Closing Location: Bracebridge Library
94 Manitoba Street
Bracebridge, Ontario P1L 2B5

Library Contact: Crystal Bergstrom
CEO & Chief Librarian
705-645-4171 ext. 3800
Crystal.Bergstrom@BracebridgeLibrary.ca

Notice: Late submissions will not be accepted

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APPENDICES

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1. INTRODUCTION

1.1. The Bracebridge Library (Library) is seeking proposals from qualified companies or contractors to provide daily cleaning and sanitation services at the new Coulson Family Bracebridge Library located at 34 Salmon Avenue, Bracebridge, ON, in the Muskoka Lumber Community Centre.

2. SERVICE DELIVERABLES

The successful respondent shall provide the following services as follows:

2.1. Daily Cleaning Services 7 days per week (seasonally):

2.1.1. Provide daily cleaning services 7 days per week during winter hours and 6 days per week during summer hours, as per the cleaning schedule/checklist provided in Appendix 'C';

2.1.2. Cleaning is to be completed after hours. Hours of operation of the Library are as follows:

Winter Hours (starting the week after Labour Day to the week before Mother's Day)

Monday:	9 a.m. – 6 p.m.
Tuesday - Thursday:	9 a.m. – 8 p.m.
Friday:	9 a.m. – 6 p.m.
Saturday:	9 a.m. – 4 p.m.
Sunday:	12:00 p.m. – 4 p.m.

Summer Hours (starting the week of Mother's Day until the week after Labour Day)

Monday:	9 a.m. – 6 p.m.
Tuesday - Thursday:	9 a.m. – 8 p.m.
Friday:	9 a.m. – 6 p.m.
Saturday:	9 a.m. – 4 p.m.
Sunday:	CLOSED

2.1.3. Cleaning services required throughout the building as outlined below:

- Rooms: Board Room, Multi-purpose Room, Recording Studio, Makerspace, Local History Room, Staff Workroom, Staff Lounge, Group Study Room, Tutorial Room (x2), Staff Offices (x5), Children's Program Rooms (x2) and Media Lab.
- Washrooms: Children's Washroom, Universal Washroom and Staff Washroom
- Hallways and public spaces including: casual seating areas, library stacks and around public computer stations.
- Circulation desk area including: countertops, flooring, and desk front.
- North Library Lobby and Entrances (from the parking lot and into the Muskoka Lumber Community Centre's main lobby)

2.1.4. Garbage and recycling from all interior spaces removed and placed in designated area.

- 2.2. Cleaning contractor to sign in and out of the Library before and after each cleaning shift.
- 2.3. Cleaning contractor to be provided with a FOB and security code for access to the facility. In the event of a failure to lock/secure/arm the library after a cleaning shift, resulting in the deployment of Library or Town staff and/or emergency services, the Cleaning Contractor will be charged the service fee for the call-out.
- 2.4. The contractor is required to comply with all Library policies.
- 2.5. The contractor must follow all rules and regulations as outlined by the Canadian Centre for Occupational Health and Safety under the Workplace Hazardous Materials Information System (WHMIS).
- 2.6. The contractor is required to keep an accurate log of supplies, including Safety Data Sheets for all required cleaning supplies, used for the facility. This information must be easily accessible to staff.
- 2.7. The contractor is to inform the Administrative Assistant 2-3 weeks in advance of when supplies need to be replenished.

2.8. The Library will be responsible for ordering and supplying the common products and general equipment required to complete the cleaning and disinfecting of the Coulson Family Bracebridge Library. The following table outlines these responsibilities:

CLEAN SUPPLIES AND EQUIPMENT OBLIGATIONS	
Bracebridge Library	Contractor
<ul style="list-style-type: none"> ● Toilet Paper and Dispensers ● Paper Towel and Dispensers ● Menstrual products and dispensers ● Soap Refills/Hand Sanitizers ● Disinfectants ● Floor Cleaning Supplies ● Floor Washing Machine ● Vacuum ● Toilet Bowl Cleaners ● Glass Cleaner ● Mop, mop heads and bucket 	<ul style="list-style-type: none"> ● Personal Protective Equipment (Gloves, Masks, Eye Protection, Footwear, etc.) ● Cloths and Wipes ● Inform the administrative assistant when supplies run low and need to be reordered.

3. DURATION OF CONTRACT

3.1. The duration of the Proposal for cleaning services at the Coulson Family Bracebridge Library is for a one (1) year term commencing on approximately June 1, 2024 to May 31, 2025, with the option of extending the contract for an additional one (1) year term commencing June 1, 2025 to May 31, 2026.

4. PROPOSAL FORMAT AND SUBMISSION

4.1. Respondents shall submit via email one (1) digital copy in Adobe PDF format, clearly marked with the Respondent's name, title and RFP reference number, to Crystal Bergstrom, CEO & Chief Librarian, at Crystal.Bergstrom@BracebridgeLibrary.ca.

- 4.2. Respondents are required to provide a written response for each of the following items. This information shall be submitted with the balance of the required documents provided by the Respondent. However, it is essential that the document format be contained as one distinct section and that it **adheres exactly to the numbering, sequence and topics** as those listed below. This will enable the evaluation committee to perform a more effective review of submissions. Failure to do so may eliminate the proposal from further consideration.
- 4.3. The Respondent's proposal should be as concise as reasonably possible and include, at a minimum, a response to each of the following items:
- **Cover Letter**

Company Name and Contact Information.
Acknowledge receipt of all addenda.
 - **Section 1 Company Overview**

Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.
 - **Section 2 Project Manager and Support Staff**

Provide a resume of the Project Manager and Support Staff that would be directly involved in the project indicating experience, credentials and notable achievements in the area of this work assignment.

Details of any sub-consultants to be employed on the project and the areas they will be responsible for.
 - **Section 3 Experience on Similar Projects**

Respondents shall include at least three (3) references that outline previous similar projects that have been successfully completed by their firm in the past two (2) years. This shall include the client names, contact names and phone numbers. The Library reserves the right to contact these

references, where appropriate. In the interest of fair and equitable consideration to all Respondents, please do not list the Bracebridge Library as a reference for this section.

Include, in Section 3, other services that may also be provided. Example: annual carpet cleaning or floor refinishing/waxing, window cleaning, etc.

- **Section 4 Project Understanding and Work Plan**

Respondents are to confirm their understanding of the Scope of Work and clearly define how they would go about achieving the same, noting the sequence and timing of the services being provided.

At minimum Section 4 shall include:

Health & Safety
Staff coverage to ensure daily cleaning is completed
Confidentiality
Professionalism/Work Attire

- **Section 5 Schedule of Work**

Respondents shall provide the times they are available to complete the cleaning services at the Coulson Family Bracebridge Library.

- **Section 6 Financial**

Provide a detailed accounting of the costs associated with the Coulson Family Bracebridge Library cleaning services (hourly rate).

HST must be shown as a separate item.

- **Appendices**

Provide completed Respondent's Declaration Form, attached as Appendix A.
Signed Copy of all Addenda.



Include any additional information regarding your firm and or/services that could prove beneficial to the evaluation team in assessing the proposal.

5. PROPOSAL EVALUATION CRITERIA

5.1. The acceptance of a proposal will be based on, and not limited to, the following:

Evaluation Criteria	Points Available (Total points is 100)
Experience and Qualifications as evidenced by: <ul style="list-style-type: none"> ● Company background and history ● Sub-consultants experience ● Company references (three references) 	40
Approach to Project, Completion Schedule: <ul style="list-style-type: none"> ● Adequacy of resources ● Ability to complete work on a timely basis and meet deadlines ● Innovation and thoughtfulness in work approach 	35
Best Value for the Bracebridge Library: <ul style="list-style-type: none"> ● Overall budget ● Hourly Rate 	25

6. ADDENDA

- 6.1. It may be necessary for a variety of reasons to issue addenda to: correct or clarify the RFP document and related forms; extend closing dates; respond to specific questions asked by one Respondent that the Library feels should be made available to all Respondents; retract or cancel the request for proposal; or for any other reason as deemed necessary by the Library.
- 6.2. It is the Respondent's responsibility to confirm with the Library that they have received all addenda prior to submitting their proposals. **A signed copy of all addenda must be included in the proposal submitted to the Library as confirmation of receipt.** Failure by the Respondent to acknowledge receipt of addenda in writing will result in a proposal being disqualified.

7. PROPOSAL CLOSING AND OPENING

- 7.1. Proposals shall be delivered in a portable document format (PDF) by **email only** and submitted to Crystal Bergstrom, CEO & Chief Librarian, at Crystal.Bergstrom@BracebridgeLibrary.ca no later than 2:00 p.m. local time on the Proposal Closing Date. Proposals received late, by envelope or facsimile will not be considered.
- 7.2. Respondents should ensure all submission information is contained in a single PDF document. At the discretion of the Respondent, email submissions should request automatic delivery receipt and read receipt acknowledgements. The submission will be acknowledged by the Library via email, within 24 hours of receipt.
- 7.3. **There shall be no deviations from the above unless prior arrangements have been made with the Library Contact.**
- 7.4. Proposals will be read and recorded by the CEO & Chief Librarian, or designate. Proposals will then be checked and evaluated against requirements.
- 7.5. Delivery of the Proposals by the deadline is the responsibility of the Respondent.

8. INQUIRIES

8.1. Inquiries regarding the RFP may be directed to:

Crystal Bergstrom, CEO & Chief Librarian
Bracebridge Library
E-mail: Crystal.Bergstrom@BracebridgeLibrary.ca

9. PROPOSAL WITHDRAWAL OR QUALIFICATION

- 9.1. A Respondent who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Respondent. A Respondent may withdraw a Proposal at any time up to the official closing time by submitting an email to the Library contact.
- 9.2. No Respondent may withdraw their proposal for a period of 60 days after the actual date of closing.

10. EXAMINATION OF RFP DOCUMENTS

- 10.1. Each Respondent must satisfy themselves by a personal study of the RFP documents and the site respecting the conditions existing or likely to exist in connection with the proposed award. There will be no consideration of any claim for additional cost after submission of the proposal, that there was a misunderstanding with respect to the conditions imposed by this RFP.
- 10.2. Prices bid must include **all incidental costs**. Should the Respondent require more information or clarification on any point, it must be obtained **prior** to the submission of the proposal.
- 10.3. By submitting their proposal, the Respondent acknowledges that they have been provided with ample opportunity to review this RFP and obtain independent legal and/or other advice. Accordingly, the Respondent agrees that all provisions in this RFP are valid and effective. The parties further agree that the terms of this RFP are severable, and the invalidity of any paragraph or provision, for any reason, shall not affect the rest of the RFP.

11. INFORMAL OR UNBALANCED PROPOSALS AND DISCREPANCIES

- 11.1. All entries shall be clear and legible. Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialed by the Respondent's signing officer), or irregularities of any kind, may be rejected as informal. Alterations may be made providing they are legible and initialed by the Respondent's signing officer.
- 11.2. In the event of a discrepancy, the lowest of any amount submitted shall be taken as correct.
- 11.3. Proposals that contain prices which appear to be so adversely unbalanced as likely to affect the interests of the Library, may be rejected.

12. RESPONDENT'S EXPENSES

- 12.1. Respondents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with individual participants in the Library, if any. If the Library elects to reject all proposals, the Library will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

13. ACCEPTANCE OR REJECTION OF PROPOSAL

- 13.1. The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, previous performance, and price.
- 13.2. The Library reserves the right to reject any or all proposals and to waive formalities as the interests of the Library may require without stating reasons therefore.
- 13.3. No proposal shall be accepted from, or awarded to, any individual, partnership or corporation that is in tax arrears with the Town of Bracebridge, or that may be deemed irresponsible or unreliable to the Town of Bracebridge or the Library. Notwithstanding and without restricting

the generality of the statement immediately above, the Library shall not be required to award a proposal:

- 13.3.1. When only (1) one proposal has been received as a result of the proposal call;
 - 13.3.2. Where in the opinion of the Library, the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the goods or service;
 - 13.3.3. Where the proposal documents do not state a definite delivery/work schedule and/or a submitted proposal is based on an unreasonable delivery/work schedule to the Library;
 - 13.3.4. When all proposals received fail to comply with the specifications or proposal terms and conditions; or
 - 13.3.5. Where a change in the scope of work or specifications is required.
- 13.4. The Library shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Library of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the request for proposal document.
 - 13.5. Each proposal shall be open for acceptance by the Library for a period of sixty (60) calendar days following the date of Closing.

14. ERRORS AND OMISSIONS

- 14.1. The Library shall not be held liable for any errors or omissions in any part of this document. While the Library has used considerable efforts to ensure an accurate representation of information, the information is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Library, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.



- 14.2. Should a Respondent find omissions from, or discrepancies in, any of the RFP documents or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated contact **by email only** no later than Wednesday, November 1, 2023; 2:00 p.m. If the designated contact considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued.
- 14.3. No oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

15. LEGAL CLAIMS AND DAMAGES

- 15.1. The successful Respondent shall indemnify and hold harmless the Library, its officers and employees, from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by negligent acts or omissions of the Respondent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this request for proposal.
- 15.2. A Respondent, by submitting a proposal, agrees that it will not claim damages, by any means, in respect to the evaluation process resulting from the RFP.

16. PROPOSAL AWARD PROCEDURES

- 16.1. The Library will notify the Successful Respondent of the award within thirty (30) calendar days of the Proposal Closing.
- 16.2. The Library will notify the successful Respondent by telephone and written notice.
- 16.3. The successful Respondent shall provide the Library with any required documents within ten (10) business days of award.

- 16.4. The successful Respondent will be required to enter into an agreement with the Library **prior to completing any work on the project**. A sample agreement is provided in Appendix C.
- 16.5. The Successful Respondent will be required to attend a start-up meeting with the Library representative and prepare minutes of the meeting.
- 16.6. No alterations, additions or deletions from the accepted scope of services or price will be permitted without the prior written approval of the Library.

17. REQUIREMENTS AT TIME OF SERVICE EXECUTION

- 17.1. Subject to an award of the agreement, the Successful Respondent is required to submit the following documentation in a form satisfactory to the Library for execution within fifteen (15) calendar days after being notified to do so in writing:
 - 17.1.1. Insurance Documents;
 - 17.1.2. Clearance Certificate from the Workplace Safety and Insurance Board; and
 - 17.1.3. Safety Policies and Procedures and related documentation.
- 17.2. If the Successful Respondent for any reason, defaults or fails in any matter or item referred to under "Requirements at Time of Execution," the Library reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the Library may, at its sole discretion, deem best.

18. CANCELLATION

- 18.1. The Library reserves the right to immediately terminate the Contract at its own discretion, for reasons including and not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc. or if the original terms and conditions are changed significantly.
- 18.2. If the successful Respondent should neglect to execute the work properly or fail to perform any provision of this RFP, the Library, after three (3) business days and written notice to the successful Respondent, may, without prejudice to any other remedy in existence, make good such

deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent.

- 18.3. Failure to maintain the required documentation (insurance, WSIB, etc.) during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

19. PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS

- 19.1. In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, Respondents are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

20. INSURANCE

- 20.1. The successful respondent shall obtain and maintain insurance coverage, provided by insurance companies licensed to transact business in the Province of Ontario as outlined below:
- 20.1.1. Commercial General Liability insurance policy with minimum \$5,000,000 limit per occurrence and aggregate that insures against third party claims for bodily injury (including death), personal injury and/or property damage. The Bracebridge Library and the Town of Bracebridge shall be included as Additional Insured.
- 20.1.2. Professional (Errors & Omissions) Liability insurance policy with a minimum \$5,000,000 limit per claim and aggregate that insures against third party claims that arise out of alleged or actual wrongful acts and/or errors and omissions of the successful respondent. If written on a claims-made form, such insurance must be kept in force for a minimum of two (2) years following the completion of services to the Library.
- 20.2. All insurance costs related to this section are to be borne by the Successful respondent.
- 20.3. The successful respondent shall provide proof of insurance while carrying out the service under the proposal at the request of the Library and at least annually.

21. WORKPLACE SAFETY & INSURANCE BOARD

21.1. The successful Respondent shall provide the Library, prior to commencement of work, with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the successful Respondent's good standing with the Board at any time when requested by the Library.

22. HEALTH AND SAFETY

22.1. The successful Respondent shall provide the Library, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Library's safety procedures in accordance to the Occupational Health and Safety Act (re: duties of employers).

23. CHARACTER AND EMPLOYMENT OF STAFF

23.1. The successful Respondent shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a professional and respectable manner.

23.2. In the event that any person employed by the successful Respondent in connection with the service arising out of this RFP gives, in the opinion of the Library, just cause for complaint, the successful Respondent, upon notification by the Library in writing, shall not permit such person to continue in any future service arising out of this RFP.

24. REGULATION COMPLIANCE AND LEGISLATION

24.1. The successful Respondent shall ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

- 24.2. Third party contractors, consultants and service providers who deal with the public or other third parties on behalf of the Bracebridge Library must comply with the *Accessibility for Ontarians with Disabilities Act, 2005*.
- 24.3. In accordance with the requirements of Section 6 of the Accessibility Standards for Customer Service, O. Reg. 429/07 and Section 7 of the Integrated Accessibility Standard O. Reg. 191/11, contractors, consultants and service providers shall ensure that all of their employees, agents, volunteers or others who deal with members of the public or other third parties on behalf of the Library, or provide goods, services or facilities on behalf of the Library, receive all training about the provision of goods and services provided to people with disabilities.

25. VERIFICATION OF INFORMATION

- 25.1. The Library shall have the right to verify any Respondents statement or claim by whatever means the Library deems appropriate including contacting persons in addition to those offered as references.
- 25.2. The Respondent shall cooperate in the verification of information and consents to the Library verifying such information.

26. ACCURACY OF INFORMATION

- 26.1. The Library makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the proposal.

27. SUB-CONSULTANTS

- 27.1. The Respondent is fully responsible to the Library for the negligent acts and omissions of sub-consultants and/or persons directly or indirectly engaged by the Respondent in respect to this work. Sub-consultants will be required to abide by all the requirements of the RFP document as though the primary Consultant (Insurance, WSIB, Health and Safety Policy, etc.). The Respondent agrees to bind every sub-consultant by the terms of the RFP documents as far as it is applicable to their work.

28. HARMONIZED SALES TAX (HST)

28.1. If HST is applicable to any parts, materials, etc. used in the work of this contract, the HST amount is to be included separately on invoices by the successful Respondent.

29. PAYMENT AND INVOICES

29.1. The Library's standard terms of payment are Net Thirty (30) calendar days upon receipt of goods/services or invoice, whichever is later.

29.2. If Harmonized Sales Tax (HST) is applicable for any component of the contract, the HST amount is to be included separately on invoices prepared by the successful Respondent.

29.3. All payments will be processed using electronic funds transfer (EFT). If any deviation from the accepted method of payment is necessary, such deviation shall be mutually agreed upon and confirmed in writing by both the successful Respondent and the Library. The successful Respondent will be required to provide their appropriate banking information to facilitate such payment. This information will not be used for any other purpose.

29.4. Remittance advices indicating the invoice number, amount being deposited and the date of deposit are sent via email.

29.5. Invoices may be submitted electronically to Crystal Bergstrom at Crystal.Bergstrom@BracebridgeLibrary.ca or mailed directly to:

Crystal Bergstrom, CEO & Chief Librarian
Bracebridge Library
34 Salmon Avenue
Bracebridge, ON P1L 0M9

30. GOVERNING LAWS

30.1. The RFP and any subsequent agreements resulting from this RFP shall be governed by and interpreted in accordance with the Library's Purchasing Policy and in accordance with all applicable legislation, regulations and by-laws of the Province of Ontario.

31. CONFLICT OF INTEREST

31.1. The successful Respondent must ensure that they are not in a position that may be perceived as a conflict of interest.

32. CONFIDENTIALITY

32.1. The successful Respondent shall keep confidential any information provided by the Library or any oral information conveyed to the successful Respondent by the Library. The successful Respondent shall not discuss any aspects or results of the Project with anyone other than the Library staff.

33. FREEDOM OF INFORMATION

33.1. All written proposals received by the Library become a public record. Once the Bracebridge Library accepts a proposal, all information contained in the proposal is available to the public, including personal information.

33.2. Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, shall be directed to The CEO & Chief Librarian for the Bracebridge Library.

33.3. The CEO & Chief Librarian has been designated by the Bracebridge Library to carry out the responsibilities of the Act.

34. INDEMNIFICATION

34.1. The Successful Respondent, its officers, agents or employees and if applicable all subcontractors shall at all times indemnify and save harmless the Library from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Library in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or wilful acts or

omissions of the Successful Respondent, its officers, agents or employees or if applicable its subcontractors.

35. ILLEGAL OR UNETHICAL CONDUCT

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

36. SOLICITATION

36.1. If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any Board Member, employee or volunteer of the Library with respect to the proposal, whether before or after the submission of the proposal, the Library shall be entitled to reject the proposal.

37. PUBLICITY

37.1. All publicity relating to this project is subject to the approval of the Library and no mention of the project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the Library. Publicity or advertising implying endorsement of a product by the Library will not be permitted.



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THE COULSON FAMILY BRACEBRIDGE LIBRARY
Appendix A – Respondent’s Declaration

The Respondent has carefully examined the conditions attached to this Request for Proposal and is prepared to perform the work as outlined in this document in an expedient, professional and workmanlike manner, promptly and as directed by the CEO & Chief Librarian or designate.

No person, firm or corporation, other than the Respondent, has any interest in this proposal or in the proposed services for this proposal.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of the Bracebridge Library is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from.

The content and requirements of this RFP have been read and understood.

All prices are quoted in Canadian funds.

DATED AT _____ THIS _____ DAY OF _____

COMPANY NAME

ADDRESS

PHONE #

EMAIL

NAME

CELL #

SIGNATURE

POSITION

HST Registration No.

THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION



The Bracebridge Library
 Request for Proposal 2023-LIB-RFP-001
**CLEANING SERVICES FOR
 THE COULSON FAMILY BRACEBRIDGE LIBRARY**

Appendix B – Coulson Family Bracebridge Library Daily Cleaning Checklist

	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
BATHROOMS	Clean and Disinfect:					
	backsplashes	X				
	counter tops	X				
	fixtures	X				
	garbage receptacles	X				
	grab bars	X				
	paper towel dispensers	X				
	sanitary napkin receptacles	X				
	sinks	X				
	soap dispensers	X				
	stall door handles, main door handles	X				
	toilets, including toilet seats	X				
	unclog toilets as needed	X				
	doors, handles and push bars	X				
	spot cleaning walls, vents and ceiling	X				
	deep clean walls, vents and ceiling				X	
	light switches	X				
	chrome surfaces	X				
	mirrors	X				
	change tables	X				
mop/clean all hard surface floors	X					



The Bracebridge Library
Request for Proposal 2023-LIB-RFP-001
**CLEANING SERVICES FOR
THE COULSON FAMILY BRACEBRIDGE LIBRARY**

Appendix B – Coulson Family Bracebridge Library Daily Cleaning Checklist

	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
	Empty					
	garbage and sanitary receptacle bags and replace bags	X				
	Sweep and Mop					
	tile floors	X				
	Restock					
	restock all: dish soap, hand soap, hand sanitizer, toilet paper, paper towel, garbage bags, sanitary napkin receptacle bags, menstrual product dispensers, deodorizer strips	X				
COMMON AREAS and MEETING ROOMS (includes: Public seating areas, library stacks, Board room, Multi-purpose room, Recording studio, Makerspace, Local History room, media lab, reading room & tutorial rooms)	Clean and Disinfect					
	all door handles	X				
	wipe down all desks and furniture in meeting rooms	X				
	fully sanitize all folding tables and stacking chairs in multi-purpose room storage room				X	
	light switches	X				
	garbage receptacles	X				
	phones	X				
	public counters & information desks	X				
	wipe window sills		X			
	hand sanitizer dispensers	X				



The Bracebridge Library
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 THE COULSON FAMILY BRACEBRIDGE LIBRARY**

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	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
	lower interior windows		X			
	all interior windows				X	
	dust and wipe Library shelving			X		
	vacuum carpeted surfaces	X				
	mop/clean all hard surface floors	X				
	steam clean/shampoo carpeted surfaces					X
	all seating in public spaces, including computer chairs and casual seating			X		
	Spot cleaning spills, stains or other messes on walls		X			
	Wiping and sanitizing walls					X
	all garbage and recycling, replacing bags	X				
	Clean and Polish					
	front door glass	X				
	light & wall fixtures				X	
	Restock					
	hand sanitizer dispensers		x			
STAFF LOUNGE & BATHROOM	fixtures		X			
	fridge door handle		X			
	microwave		X			
	light switches		X			



**bracebridge
library**

Appendix B – Coulson Family Bracebridge Library Daily Cleaning Checklist

The Bracebridge Library
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**CLEANING SERVICES FOR
THE COULSON FAMILY BRACEBRIDGE LIBRARY**

	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
STAFF LOUNGE & BATHROOM CONTINUED	cupboard doors and handles		X			
	dishwasher exterior and handles		X			
	sinks	X				
	chairs			X		
	tables	X				
	staff locker doors			X		
	vacuum carpeted surfaces			X		
	mop/clean all hard surface floors		X			
	backsplashes	X				
	garbage receptacles	X				
	grab bars	X				
	paper towel dispensers	X				
	sanitary napkin receptacles	X				
	soap dispensers	X				
	door handles	X				
	toilets, including toilet seats	X				
	unclog toilets as needed	X				
	spot cleaning walls, vents and ceiling	X				
	deep clean walls, vents and ceiling				X	
	chrome surfaces	X				
mirrors	X					
mop/clean all hard surface floors	X					



The Bracebridge Library
 Request for Proposal 2023-LIB-RFP-001
**CLEANING SERVICES FOR
 THE COULSON FAMILY BRACEBRIDGE LIBRARY**

Appendix B – Coulson Family Bracebridge Library Daily Cleaning Checklist

	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
	Empty					
	all garbage and recycling, replacing bags	X				
	Restock					
	restock all: dish soap, hand soap, hand sanitizer, toilet paper, paper towel, garbage bags, sanitary napkin receptacle bags, menstrual product dispensers, deodorizer strips	X				
CHILDREN'S DEPARTMENT & PROGRAM ROOMS	Clean and Disinfect					
	glass on all doors and windows to program areas	X				
	clean all benches, furniture, chairs and tables * spot cleaning more frequently as needed		X			
	Program Room sink		X			
	Program Room countertops		X			
	all entry doors and handles	X				
	vacuum and mop floors (including program rooms and public play spaces)	X				



The Bracebridge Library
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**CLEANING SERVICES FOR
 THE COULSON FAMILY BRACEBRIDGE LIBRARY**

Appendix B – Coulson Family Bracebridge Library Daily Cleaning Checklist

	RESPONSIBILITIES	FREQUENCY				
		DAILY	WEEKLY	BI-WEEKLY	QUARTERLY	ANNUAL
	mop/clean all hard surface floors	X				
	steam clean/shampoo carpeted surfaces					X
	Washing walls				X	
	Empty					
	all garbage and recycling, replacing bags	X				
	Restock					
	restock all: dish soap, hand soap, hand sanitizer, paper towel, garbage bags	X				
STAFF WORKSTATIONS AND OFFICES	Clean and Disinfect					
	telephone		X			
	desk surface		X			
	chairs and arm rests			X		
	tables and other furniture in work space			X		
	vacuum carpeted services		X			
	mop/clean all hard surface floors		X			
	Empty					
all garbage and recycling, replacing bags	X					



EXCLUSIONS:

- Computer keyboards, screens, computer mice, etc. in all spaces
- LCD Display Screens
- Self check-out machines
- Printers & Copiers
- All equipment in the Makerspace & Recording Studio
- Microfilm machine in Local History Room
- Book drop bins
- Emptying or running the dishwasher
- Coffee pot, machine & dishes
- Inside the staff lounge refrigerator
- Staff personal space (lockers, drawers, closed shelves)



This Agreement made and entered into by and between the Bracebridge Library (hereinafter called "the Owner") and XXXX. (hereinafter called "the Vendor")

WHEREAS

The Owner and The Vendor have agreed that:

1. The Owner has requested proposals for services as detailed in the Request for Proposal 2023-LIB-RFP-001 dated OCTOBER 11, 2023.
2. The Vendor has offered to supply such services and the Owner and the Vendor have agreed upon the provision of the services upon the terms and conditions contained in this Agreement.

It is further agreed:

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

"Agreement" means this agreement and includes Schedules and any annexes or documents incorporated by reference;

"Vendor" means the person or company so named in the Description of the Parties at the commencement of this document;

"Vendor's Representative" means the person appointed by the Vendor to represent the Vendor for the purposes of this Agreement and so identified in Schedule 1 or such person as may be appointed subsequently by the Vendor and notified to the Owner in writing;

"HST" means the Harmonized Sales Tax;

"Project Service" means the services described in Schedule 3 that shall be performed by the Vendor in accordance with this Agreement;

"Library" is referred to as The Bracebridge Library

"Consultant(s)" is referred to as the successful Respondent.

"Respondent" is referred to as the entity submitting a proposal.

“**Work**” means and includes anything and everything required to be done for the fulfillment and completion of this agreement.

“**Member**” means an individual associated with the Library.

- 1.2 A recital, schedule, annex or a description of the parties forms part of this Agreement.
- 1.3 In this Agreement unless a contrary intention appears, words imparting a gender include any other gender and words in the singular includes the plural and vice versa.
- 1.4 Clause headings in this Agreement are for the convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.5 This Agreement shall be governed by the Laws of the Province of Ontario.

2. ENTIRE AGREEMENT

- 2.1 This Agreement constitutes the entire agreement between the Owner and the Vendor in relation to the Project Services and any previous correspondence is expressly excluded.

3. CANCELLATION

- 3.1. The Library reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc. or if the original terms and conditions are changed significantly.
- 3.2. If the successful Respondent should neglect to execute the work properly or fail to perform any provision of this Award, the Library, after three (3) business days and written notice to the successful Respondent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent.
- 3.3. Failure to maintain the required documentation (insurance, WSIB, etc.) during the term of this Agreement may result in suspension of the work activities and/or cancellation of the Agreement.



4. TERMS OF PAYMENT

Payment will be made on a monthly basis upon submission of an invoice by the Vendor indicating the Agreement number and setting forth the charges in accordance with compensation and expenses detailed in Schedule 2 – Compensation and Reimbursement of Expenses, the project services in Schedule 3 – Vendor’s Proposal for Service, and this Agreement.

No payment shall be made in advance of work performed, except as specified in this Agreement.

The Owner's representative prior to payment shall certify all invoices for payment. No invoice shall be certified for payment unless the Project Services for which payment is sought has been satisfactorily completed in accordance with this Agreement.

The Owner will pay invoices that have been certified, within 30 days of receipt of the invoice.

5. HARMONIZED SALES TAX (HST)

If HST is applicable to any parts, materials, etc. used in the work of this contract, the HST amount is to be included separately on invoice by the Vendor.

6. ASSIGNMENT AND SUBCONTRACTING

The Vendor may not assign or subcontract this Agreement, or any portion thereof without the prior consent in writing of the Owner. Subcontracting agreements made by the Vendor will not release the Vendor from any obligation to the Owner with respect to the performance of the Services. A written statement from an officer of the proposed subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Vendor.

7. COPYRIGHT

The Owner shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Vendor warrants that all creators of copyrightable material delivered under this Agreement, upon full payment identified in Schedule 2, to the Owner are at the time of the material's creation, bona fide employees or subcontractors of the Vendor, and that such creation is within the course and



scope of the creator's employment.

8. FEE FOR PROJECT SERVICES

The Owner will pay the project fees to the Vendor as specified in Schedule 2 for the Project Services completed on a monthly basis.

9. INDEMNIFICATION

The Vendor, its officers, agents or employees and if applicable all subcontractors shall at all times indemnify and save harmless the Owner from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Owner in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or wilful acts or omissions of the Vendor, its officers, agents or employees or if applicable its subcontractors.

10. WORKPLACE SAFETY AND INSURANCE BOARD

The Vendor shall provide the Member with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Consultant's good standing with the Board at any time when requested by the Library.

11. INSURANCE

The Vendor at his sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- 11.1 Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form contractual liability, owners and contractors' protective, products and completed operations, non-owned automotive liability and contain a cross liability, severability of insured clause in an amount of not less than five-million dollars (\$5,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the Owner as additionally insured in respect of all operations performed by or on behalf of the Vendor.

- 11.2 Professional Liability (Errors and Omissions) Insurance in the amount of five-million (\$5,000,000) limit per claim and aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.
- 11.3 Prior to commencement of any work associated with this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Vendor shall promptly provide the Owner with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to any work associated with this Agreement.
- 11.4 All policies shall be endorsed to provide 30 days advance notice to the Owner of any modification, change, or cancellation.
- 11.5 All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Owner.
- 11.6 All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 11.7 If the Vendor fails to maintain insurance as required by the Agreement, the Owner shall have the right at their sole discretion to: terminate the agreement; provide the Vendor with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Vendor and the Vendor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Vendor.
- 11.8 All applicable deductibles under the above required insurance policies are at the sole expense of the Vendor.



11.9 It is expected by the Owner that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 11 have been met.

11.10 If applicable and based upon the operations of the sub-contractor, Section 11 shall apply in the same manner to any subcontractor as it would to the Vendor. Further, it is the Vendor's obligation to ensure that any subcontractor is aware of these obligations. The Vendor shall provide to the Owner confirmation of the sub-contractor's insurance.

12. CONFLICT OF INTEREST

Vendors must ensure that they are not in a position that may be perceived as a conflict of interest.

13. CONFIDENTIALITY

The Vendor shall keep confidential any information provided by the Owner or any oral information conveyed to the Vendor by the Owner. The Vendor shall not discuss any aspects or results of the study with anyone other than the Owner.

14. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or any subsequent breach of the same or similar term or condition.

15. NO THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

16. RECORDS AND AUDIT

16.1 In order to provide data for the calculation of fees on a time basis, the Vendor shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

16.2 The Owner may inspect and audit the books, payrolls, accounts and records of the Vendor during regular office hours with respect to any item



which the Owner is required to pay on a time scale or disbursement basis as a result of this Agreement.

16.3 The Vendor, when requested by the Owner, shall provide copies of receipts with respect to any disbursement for which the Vendor claims payment under this Agreement.

17. STANDARD FOR PERFORMANCE

The parties acknowledge that the Owner, in selecting the Vendor to perform the services hereunder, is relying upon the Vendor's reputation for excellence in the performance of the services required hereunder. The Vendor shall perform the services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement by the parties. The Vendor shall devote such time to performance of its/their duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein.

18. CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

Changes to this Agreement will only be made by agreement in writing by both Parties. With the consent of the Vendor, the Owner may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement. When additional work is requested, the Vendor shall submit a schedule and price for completing the additional Services within ten (10) working days. The Vendor will not commence the additional Services until the Owner secures all necessary approvals for amending the Agreement and advises the Vendor in writing.

19. INDEPENDENT CONTRACTOR

The services defined in this Agreement will be performed by the Vendor as an Independent Contractor at arm's length from, and not as an employee of the Owner.

20. SEVERABILITY



If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

21. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Consultant will ensure that all its employees, agents, volunteers, or others for whom the Consultant is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Consultant will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Consultant will submit to the Member, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Member reserves the right to require the Consultant to amend its training policies to meet the requirements of the Act and the Regulation.

I/We, the Undersigned, having examined the Scope of Work, Project Requirements, Evaluation Criteria, Draft Agreement and Form of Proposal, do hereby offer to enter into an Agreement with the Library of Bracebridge to provide cleaning services for the Coulson Family Bracebridge Library located at 34 Salmon Avenue within the town of Bracebridge, Ontario.



The Bracebridge Library

Request for Proposal 2023-LIB-RFP-001
CLEANING SERVICES FOR
THE COULSON FAMILY BRACEBRIDGE LIBRARY

Appendix C – Form of Agreement

Signed this _____ day of _____ 2021

at _____

THE BRACEBRIDGE LIBRARY

Joanne Wolochatiuk
Interim Board Chair

Crystal Bergstrom
CEO & Chief Librarian

/We have the authority to bind the Corporation

THE VENDOR NAME

Name
Title

Name
Title

/We have the authority to bind the Vendor



SCHEDULE 1

AGREEMENT

1. VENDOR NAME AND ADDRESS

2. TERM OF AGREEMENT

The Vendor and/or Vendor and Subcontractors will complete this project and make the project available to the Owner prior to **(an agreed upon date will be inserted)**.

3. PROJECT SERVICES

The scope of services is described in the Vendor's proposal **(date of proposal to be inserted)**, enclosed in Schedule 3 of this agreement.



SCHEDULE 2

COMPENSATION AND REIMBURSEMENT OF EXPENSES

The Owner will pay the following to the Vendor for professional services performed in the development of this project based on Net 30 days.

TOTAL AMOUNT TO BE PAID UNDER THIS AGREEMENT: \$ (amount to be inserted) plus HST.

The above total price includes all disbursements including any shipping or courier charges. Any increase in the fees above will require prior approval by the Owner.



The Bracebridge Library

Request for Proposal 2023-LIB-RFP-001
CLEANING SERVICES FOR
THE COULSON FAMILY BRACEBRIDGE LIBRARY

Appendix C – Form of Agreement

SCHEDULE 3

VENDOR'S PROPOSAL FOR SERVICES

(Proposal to be inserted)

In total, the Coulson Family Bracebridge Library provides approximately 22,000 sq. feet of floor space, as shown below in the main floor key plan:

