



Municipal District of Fairview No. 136 Invitation to Tender for Janitorial Services

Standard Terms and Conditions of the Tender Process

1. Project Overview

The Municipal District of Fairview No. 136 (the “Municipality”) is inviting tenders for the provision of janitorial services for the Municipal Office Building and the Airport Terminal Building.

2. Tender Documents

The package for bidders includes the following documents:

- a) Standard Terms and Conditions of the Tender Process
- b) Form of Tender
- c) Cleaning Task Schedules “A” (Municipal Office Building) and “B” (Airport Terminal Building),
- d) Oath of Confidentiality Schedule “C”, and
- e) Sample Service Agreement between the Municipal District of Fairview No. 136 and successful Bidder/Contractor.

3. Form of Tenders

Bidders must submit their tenders in accordance with the Standard Terms and Conditions of the Tender Process. The tender submitted to the Municipal District of Fairview No. 136 must include the following:

- a) Form of Tender, completed in full and duly executed by the bidder;
- b) Standard Terms and Conditions of the Tender Process, duly executed by the bidder;

4. Mandatory Site Visit

Site visits are mandatory; bidders who do not complete a site visit will have their tenders returned unopened. Prior to submitting a tender, the bidder may arrange a site visit by contacting Carol Ruether, Director of Corporate Services & Finance, or Sandra Fox, Chief Administrative Officer, at (780) 835 4903.

5. Delivery of Tenders

Sealed bids clearly marked “Tender for Janitorial Services for Municipal Office Building and Airport Terminal Building” will be received at the Municipal District of Fairview No. 136 Office located at 10957-91 Ave, Fairview **until 4:00 pm, Wednesday, November 25, 2020.**

Late submissions of tenders will not be accepted.

6. Withdrawal of Tenders

A bidder may, without prejudice, withdraw their tender at any time prior to the closing of the tenders. To withdraw a tender, a written notice of withdrawal must be sent to Carol Ruether, Director of Corporate Services & Finance or Sandra Fox, Chief Administrative Officer. The notice of withdrawal must be signed by an authorized representative of the bidder.

7. Tenders Irrevocable after Submission Deadline

Tenders shall be irrevocable for a period of 90 days after the submission deadline.

8. Evaluation of Submissions

Stage 1—Mandatory Submission Requirements

The Municipality will review the tenders to determine compliance with the mandatory submission requirements as detailed by the Standard Terms and Conditions of the Tender Process. Tenders that do not comply with the mandatory submission requirements will be disqualified and not evaluated further.

Stage 2—Evaluation

The Municipal District of Fairview No. 136 will evaluate tenders based on the following criteria:

- Cost;
- Past work performance for the Municipal District of Fairview No. 136; and,
- Reference inquiries.

When evaluating Tenders, the Municipal District of Fairview No. 136 may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's Tender. The response received by the Municipality shall, if accepted by the Municipality, form an integral part of the bidder's Tender.

9. Selection of Successful Bidder

Notice of selection by the Municipality shall be provided to the successful Bidder in writing. The selected Bidder shall execute a Service Agreement within seven (7) days of notice of selection.

If the selected Bidder fails to execute the Service Agreement within seven (7) days of notice of selection or satisfy any other applicable conditions, the Municipality may, without incurring any liability, withdraw the selection of that Bidder and proceed with the selection of another Bidder.

Once the Service Agreement is executed by the Municipality and the Bidder, the other Bidders will be notified directly.

10. Conflict of Interest

For the purposes of this invitation to tender, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- in relation to the tender process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of the Municipality in the preparation of its Tender that is not available to other Bidders, (b) communicating with any person with a view to influencing preferred treatment in the tender process (including but not limited to the lobbying of decision makers involved in the tender process), or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive tender process or render that process non-competitive or unfair; or
- in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Bidder’s other commitments, relationships or financial interests (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Bidders should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Tender; AND (b) were employees of the Municipality within twelve (12) months prior to the Submission Deadline.

Bidders shall not engage in any communications that could constitute a Conflict of Interest.

The Municipality may disqualify a Bidder for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest.

11. Prohibited Conduct

The Municipality may disqualify a Bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Municipality determines that the Bidder has engaged in any conduct prohibited herein.

Bidders shall not at any time directly or indirectly communicate with the media in relation to the tender process or any agreement entered into pursuant to this invitation to tender, without first obtaining the written permission of the Chief Administrative Officer.

Bidders shall not, in relation to this invitation to tender or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s).

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall 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 Municipality; deceitfulness; submitting Tenders 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 invitation to tender.

The Municipality may reject a submission or prohibit a supplier from participating in a procurement based on inappropriate conduct in the current or a prior procurement process, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the supplier to honor submitted pricing or other commitments; or
- any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted a Conflict of Interest.

12. Reserved Rights of the Municipality

The Municipality reserves the right to:

- a) make public the names of any or all Bidders;
- b) make changes, including substantial changes, to any tender document, provided that those changes are issued by way of addendum.
- c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender;
- d) assess a Bidder's Tender on the basis of:
 - financial analysis determining the actual cost of the Tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and
 - in addition to any other evaluation criteria or considerations set out herein, consider any other relevant information that arises during the tender process.
- e) reject a Tender that is incomplete, conditional, illegible, unbalanced, obscure, or that contains additions not called for, reservations, erasures, alterations, or irregularities of any kind;
- f) waive formalities and accept Tenders that substantially comply with the stated requirements;
- g) verify with any Bidder or with a third party any information set out in a Tender;
- h) check references other than those provided by any Bidder;
- i) disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- j) disqualify a Bidder based on unsatisfactory past performance;
- k) select a Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality;
- l) cancel the tender process at any stage;
- m) cancel the tender process at any stage and issue a new invitation to tender for the same or similar deliverables;

- n) cancel the tender process if no compliant Tenders are received and then:
 - a. immediately retender at a later time (with or without significant scope changes);
 - b. subject to internal approvals, directly award a contract with the same scope and budget to any supplier;
- o) accept any Tender in whole or in part;
- p) reject a Tender where that Tender is the only compliant Tender received;
- q) reject any or all Tenders;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

13. Limitation of Liabilities

By submitting a Tender, each Bidder agrees that

- a) neither the Municipality nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this tender process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other claim; and
- b) the Bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Tender, loss of profit or loss of opportunity by reason of the Municipality's decision not to accept the Tender submitted by the Bidder, to enter into an agreement with any other Bidder or to cancel this tender process, and the Bidder shall be deemed to have agreed to waive such right or claim.

14. Governing Law

The provisions stated herein are intended to be:

- interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Municipality, and
- governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

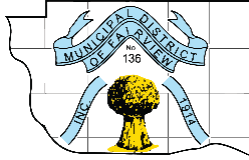
15. Inquiries

All inquiries relating to the Tender for Janitorial Services will be received by Carol Ruether, Director of Corporate Services & Finance or Sandra Fox, Chief Administrative Officer at (780) 835 4903.

16. Acknowledgement and Agreement

_____ **Bidder (Please Print)**

_____ **Bidder Signature**



Municipal District of Fairview No. 136 Invitation to Tender for Janitorial Services

Form of Tender

Specifications and Conditions

The successful bidder (“Contractor”) shall supply to the Municipal District of Fairview No. 136 (the “Municipality”) janitorial services in accordance with the specifications and conditions detailed herein.

1. The Contractor shall provide the janitorial services detailed in Schedules “A” and “B” attached at two locations: the Municipal Office Building and the Airport Terminal building.
2. The Service Agreement will be effective **December 1, 2020** to **November 30, 2023**. A one-time, three-year extension may be negotiated upon receipt of extension request by either party on or before August 30, 2023.
3. The Contractor shall, at its own expense, maintain the following insurance coverage:
 - a) Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 (one million) per occurrence, insuring against bodily injury, personal injury and property damage inclusive of loss of use thereof.
 - b) The Municipal District of Fairview No. 136 shall be added as an Additional Insured.

The Contractor shall have the required insurance in full force and effect prior to the execution of the Service Agreement. The Contractor shall provide the Municipality with evidence satisfactory to the Municipality of all required insurance, in the form of a Certificate of Insurance, prior to the commencement of work.

4. The Contractor shall provide the Municipality with the details of all employees who will be providing the contracted services. Execution of the Service Agreement will be conditional upon the receipt of a satisfactory Criminal Records Check provided by the Contractor, for such employees. The list of employees shall be updated during the term of the contract as new employees are added or employees are removed; the Contractor shall provide an acceptable Criminal Records Check for any new employee added.
5. The Contractor and any employee providing the contracted services shall be required to enter into a Confidentiality Agreement.
6. The Contractor shall be deemed as self-employed and shall comply with all applicable requirements relating to Employment Insurance, Canada Pension Plan, Income Tax Act, Workers Compensation Insurance and the Alberta Occupational Health and Safety Act, Regulations and Code.

7. The Contractor shall provide and maintain, during the effective term of the Service Agreement, Worker's Compensation Insurance for all of the Contractor's employees. Verification shall be provided to the Municipality prior to commencement of work. No payment pursuant to the Service Agreement will be made until such verification has been received by the Municipality.
8. The Municipality will supply all garbage bags, cleaning agents, toilet brushes, wet mops, buckets, ringers, dust mops, brooms, dust pans and vacuum cleaners. The Contractor must supply all other equipment or supplies necessary to provide the contracted janitorial services.
9. Completion of the contracted janitorial services will be scheduled by arrangement with and to the satisfaction of the Municipality, taking into consideration Contractor availability and continual building cleanliness and hygiene.
10. The Contractor is expected to provide the contracted services to the satisfaction of the Municipality. The Chief Administrative Officer, or designate, will routinely inspect the premises to ensure that expected standards of cleanliness and hygiene have been met. The Municipality reserves the right to immediately terminate the Service Agreement if contracted services have not been provided to the satisfaction of the Municipality.
11. The Contractor represents and warrants its ability to provide the janitorial services detailed in Schedules "A" and "B" for the quoted price.
12. Unless explicitly approved by the Municipality in writing, the price quoted shall remain unchanged for the duration of the term of the Service Agreement.
13. The Contractor shall ensure the security of the Municipal Office Building and the Airport Terminal Building at all times, including: locking the buildings while the janitorial services are being performed, locking the building upon vacating the premises, ensuring access keys or codes are protected and not duplicating any access key they have been provided.

Price

The Bidder agrees to supply Janitorial Services for the Municipal District of Fairview No. 136 facilities as detailed on the Form of Tender—Specifications and Conditions form for the sum of:

Year One

Municipal Office Building: _____ \$ per month plus GST

Airport Terminal Building: _____ \$ per month plus GST

Total: _____ \$ per month plus GST

A separate rate of \$_____ per hour plus GST will be charged for services deemed 'Annual' as specified in Schedules "A" and "B", or as specifically requested by the Municipal District of Fairview No. 136.

Year Two

Municipal Office Building: _____ \$ per month plus GST

Airport Terminal Building: _____ \$ per month plus GST

Total: _____ \$ per month plus GST

A separate rate of \$_____ per hour plus GST will be charged for services deemed 'Annual' as specified in Schedules "A" and "B", or as specifically requested by the Municipal District of Fairview No. 136.

Year Three

Municipal Office Building: _____ \$ per month plus GST

Airport Terminal Building: _____ \$ per month plus GST

Total: _____ \$ per month plus GST

A separate rate of \$_____ per hour plus GST will be charged for services deemed 'Annual' as specified in Schedules "A" and "B", or as specifically requested by the Municipal District of Fairview No. 136.

References

Provide three (3) references from successfully completed work of similar scope to that detailed in invitation to tender.

Reference #1	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

Reference #2	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

Reference #3	
Company Name:	
Contact Name:	
Contact Email:	
Contact Telephone Number:	

The Bidder is responsible to ensure the contact persons are available and willing to provide a reference. The Municipality will attempt to contact the references twice.

Acknowledgement and Agreement

The undersigned has examined the specifications and conditions of the Tender and hereby provides a Tender to supply the janitorial services as detailed therein for the cost described.

Should this tender be accepted by the Municipality, the undersigned agrees to enter into a written Service Agreement.

Bidder Information	
Company Name:	
Contact Name:	
Contact Email:	
Contact Telephone Number:	

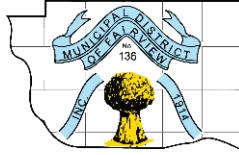
Bidder Name (Please Print)

Bidder Signature

Witness Signature

Date

Date



**Municipal District of Fairview No. 136
Tender for Janitorial Services
Cleaning Tasks**

Schedule "A" – Municipal Office Building

Municipal Office Building

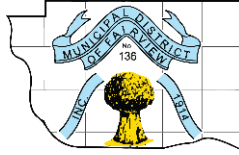
- Entire main and second floor

Excluding:

- Public Works Shop
- Upstairs Storage Room
- Any additional cleaning/sanitization protocols implemented by the Municipality relating to the prevention of the spread of COVID-19

The tasks detailed below shall be construed as a general expectation; further detail will be provided during the mandatory site visit.

Frequency of Service	Scope of Service
2 times per week	<ul style="list-style-type: none"> • Empty all waste receptacles into the dumpster located in the storage yard adjacent to the building and replace all waste receptacle liners. • Hard floors swept and wet mopped. • Vacuum all carpeted floors and mats. • Clean and disinfect washrooms including, but not limited to: sinks, toilets, fixtures, countertops etc. • Clean countertops and table surfaces. • Restock all paper products (toilet tissue and paper towels), as supplied by the Municipality • Clean interior and exterior glass surfaces of the public entry doors (two). • Clean metal kick plates, push bars and door handles on the public entry doors (two)
Once per week	<ul style="list-style-type: none"> • Dust all exposed horizontal exposed surfaces such as filing cabinets, book cases, shelves, window sills (without disturbing any documentation or contents). • Dust and damp clean the handrails for the two interior stairwells. • Spot clean interior window surfaces and glass/plexiglass partitions. • Spot clean surfaces including, but not limited to, walls, cabinet fronts, doors, outlet covers, light switches etc.
Every 6 months	<ul style="list-style-type: none"> • Spot clean carpeted floors and fabrics. • Dust and damp clean all window blinds. • Clean all cabinet fronts.
Annually	<ul style="list-style-type: none"> • Clean interior and exterior surfaces of all main floor windows and the interior surfaces of second floor windows. • Wash all walls. • Steam clean all carpeted floors. • Buff/wax all hard floors.



**Municipal District of Fairview No. 136
Tender for Janitorial Services
Cleaning Tasks**

Schedule “B” – Airport Terminal Building

Airport Terminal Building

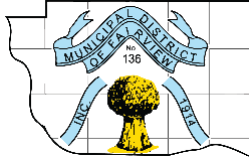
- Two washrooms
- Public Waiting Area (Lounge)
- Pilot’s Office
- Conference Room
- Airport office
- Hallways
- Janitorial Closet
- Electrical Room
- Mechanical Room
- Shipping/Receiving Room

Does not include:

- Any additional cleaning/sanitization protocols implemented by the Municipality relating to the prevention of the spread of COVID-19

The tasks detailed below shall be construed as a general expectation; further detail will be provided during the mandatory site visit.

Frequency of Service	Scope of Service
Once per week	<ul style="list-style-type: none"> • Empty all waste receptacles, dispose of waste, and replace all waste receptacle liners. • Hard floors swept and wet mopped, mats vacuumed. • Clean and disinfect washrooms including, but not limited to: sinks, toilets, fixtures, countertops etc. • Clean countertops and table surfaces. • Restock all paper products (toilet tissue and paper towels), as supplied by the Municipality. • Clean metal kick plates, push bars and door handles on the public entry doors (two). • Dust all exposed horizontal exposed surfaces such as filing cabinets, book cases, shelves, window sills (without disturbing any documentation or contents). • Spot clean interior window surfaces. • Spot clean surfaces including, but not limited to, walls, cabinet fronts, doors, outlet covers, light switches etc.
Every 6 months	<ul style="list-style-type: none"> • Dust and damp clean all window blinds. • Clean all cabinet fronts.
Annually	<ul style="list-style-type: none"> • Clean interior and exterior surfaces of all windows. • Wash all walls. • Buff/wax all hard floors.



Municipal District of Fairview No. 136

Schedule “C”—Oath of Confidentiality

As the Contractor and/or employee of the Contractor providing janitorial services for the Municipal District of Fairview No. 136, I, _____, understand and agree that the following conditions shall apply at all times during my provision of janitorial services at the Municipal District of Fairview No. 136 Office Building and the Municipal Airport Terminal Building:

1. All information that I become aware of as a result of my attendance at the worksites is considered confidential. Confidential information includes all records which in any way I may become privy to while in the course of provision of janitorial services.
2. Any contravention on my part of this oath will be grounds for denial of my attendance at the worksites to provide janitorial services.

Signed this _____ day of _____, 2020.

Contractor/Contractor Employee Signature



Municipal District of Fairview No. 136

Service Agreement

THIS AGREEMENT made effective this ____ day of _____, 2020 (the "effective date").

BETWEEN:

Municipal District of Fairview No. 136
Box 189
Fairview, AB
T0H 1L0
(hereinafter referred to as the "Municipality")
OF THE FIRST PART

AND

Name of Contractor
Address of Contractor
(hereinafter referred to as the "Contractor")
OF THE SECOND PART

WHEREAS, the Municipal District wishes to enter into an agreement with the Contractor for the provision of janitorial services for the Municipal Office Building in the Town of Fairview located at 10957- 91 Avenue and the Airport Terminal Building located at PT-SW-05-82-03-W6, Fairview, AB, and

WHEREAS, the Contractor has agreed to provide such services and has the necessary resources and expertise required to do so, and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual promises hereinafter contained, agree as follows:

- 1.0 The contractor shall provide the janitorial services for the Municipal Office Building and the Airport Terminal Building as set out in this agreement.
- 2.0 **Term of Agreement**
 - 2.1 This Agreement will be effective from **December 1, 2020** to **November 30, 2023**.
 - 2.2 The Municipality has the option to approve a one time, 3-year extension at the end of the term of this agreement. If extended, the 3-year extension shall be at a negotiated rate accepted in writing by both parties. Request for extension must be submitted by either party by August 30, 2023.

3.0 Scope of Work

- 3.1 The Contractor shall provide the janitorial services detailed in Schedules “A” and “B” attached at two locations: the Municipal Office Building and the Airport Terminal building.
- 3.2 Completion of the contracted janitorial services will be scheduled by arrangement with and to the satisfaction of the Municipality, taking into consideration Contractor availability and continual building cleanliness and hygiene.
- 3.3 The Contractor will ensure that alternate arrangements are in place to perform the contracted services in the event of holiday, vacation or sickness.
- 3.4 The Municipality will supply all garbage bags, cleaning agents, toilet brushes, wet mops, buckets, ringers, dust mops, brooms, dust pans and vacuum cleaners. The Contractor must supply all other equipment or supplies necessary to provide the contracted janitorial services.
- 3.5 The Municipality will provide paper towels and toilet tissue for the bathrooms and kitchen areas, as well as all liquid hand soap, hand sanitizer and dish detergent.
- 3.6 The Contractor is expected to provide the contracted services to the satisfaction of the Municipality. The Chief Administrative Officer, or designate, will routinely inspect the premises to ensure that expected standards of cleanliness and hygiene have been met. The Municipality reserves the right to immediately terminate the Service Agreement if contracted services have not been provided to the satisfaction of the Municipality.

4.0 Payment for Services

- 4.1 **Year One—December 1, 2020 to November 30, 2021:** The Municipal District shall pay to the Contractor, for Janitorial Services the sum of \$_____ per month plus GST upon receipt of invoice from the Contractor. A separate rate of \$_____ per hour plus GST shall be paid for annual tasks specified in Schedules “A” and “B” attached to this agreement or as specifically requested by the Municipal District of Fairview No. 136.
- 4.2 **Year Two—December 1, 2021 to November 30, 2022:** The Municipal District shall pay to the Contractor, for Janitorial Services the sum of \$_____ per month plus GST upon receipt of invoice from the Contractor. A separate rate of \$_____ per hour plus GST shall be paid for annual tasks specified in Schedules “A” and “B” attached to this agreement or as specifically requested by the Municipal District of Fairview No. 136.
- 4.3 **Year Three—December 1, 2022 to November 30, 2023:** The Municipal District shall pay to the Contractor, for Janitorial Services the sum of \$_____ per month plus GST upon receipt of invoice from the Contractor. A separate rate of \$_____ per hour plus GST shall be paid for annual tasks specified in Schedules “A” and “B” attached to this agreement or as specifically requested by the Municipal District of Fairview No. 136.
- 4.4 The Contractor represents and warrants its ability to provide the contracted services detailed in Schedules “A” and “B” for the agreed price.
- 4.5 Unless explicitly approved by the Municipality in writing, the agreed price shall remain unchanged for the duration of the term of the agreement.

- 4.6 Payment of amounts that become payable to the Contractor under this agreement shall, in any event, be subject to:
- a) The Contractor submitting a satisfactory invoice and other supporting documentation as the Municipality requests; and
 - b) The Municipality may withhold any amount that it deems appropriate until it is satisfied that the Contractor has satisfactorily performed the contracted services and complied with the obligations of this agreement

5.0 Insurance

- 5.1 The Contractor shall, at its own expense, maintain the following insurance coverage:
- a) Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 (one million) per occurrence, insuring against bodily injury, personal injury and property damage inclusive of loss of use thereof.
 - b) The Municipal District of Fairview No. 136 shall be added as an Additional Insured.
- 5.2 The Contractor shall have the required insurance in full force and effect prior to the execution of the Service Agreement. The Contractor shall provide the Municipality with evidence satisfactory to the Municipality of all required insurance, in the form of a Certificate of Insurance, prior to the commencement of work.

6.0 Worker's Compensation Insurance

- 6.1 The Contractor shall provide and maintain, during the effective term of the agreement, Worker's Compensation Insurance for all of the Contractor's employees. Verification shall be provided to the Municipality prior to commencement of work. No payment pursuant to this agreement will be made until such verification has been received by the Municipality.

The Contractor's Worker's Compensation Number is: _____.

7.0 Statutory Compliance

- 7.1 The Contractor shall comply with the provisions of:
- a) any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter;
 - b) any bylaw or resolution of the Municipal District of Fairview No. 136;
 - c) any applicable permits, licenses and approvals; and
 - d) any legislation, rules, policies, and standards that expressly or by implication, apply to the Contractor in respect to this agreement and the provision of services.

8.0 Occupational Health and Safety

- 8.1 The Contractor shall inform itself, and cause its employees to inform themselves, as to their respective legal responsibilities under the Occupational Health and Safety Act, Code and regulations. The Contractor and its employees, shall at all times comply with the provisions of the Alberta Occupational Health and Safety Act, Code and regulations.

- 8.2 The Contractor shall immediately report to the Municipality all work related incidents resulting in medical aid, as well as serious or potentially serious incidents (as defined by section 40 of the Occupational Health and Safety Act) as a result of any services provided under this contract. The Contractor shall further ensure that, where required, incidents are reported to the Workers' Compensation Board.
- 8.3 Where the Municipality determines and notifies the Contractor that work does not comply with the Occupational Health and Safety Act, Code or regulations, that work shall be suspended. That work shall not resume until corrective actions have been taken to the satisfaction of the Municipality. The Municipality shall consider a breach of the Occupational Health and Safety Act, Code or Regulations a breach of the contract.

9.0 Freedom of Information, Protection of Privacy and Confidentiality

- 9.1 The Contractor acknowledges that the Freedom of Information and Protection of Privacy Act applies to all information and records provided by the Contractor to the Municipality and to any information and records which are in the custody or under the control of the Municipality. The Contractor acknowledges that the Freedom of Information and Protection of Privacy Act applies to the Contractor during the currency of this agreement.
- 9.2 The Contractor agrees to not disclose or make known to any person at any time any information or records which comes to the knowledge of the Contractor or their employees by reason of this Agreement.
- 9.3 The Contractor and its employees shall be required to enter into a Confidentiality Agreement, a copy of which is attached hereto as Schedule "C."

10.0 Security

- 10.1 The Contractor shall ensure the security of the Municipal Office Building at all times, including:
- locking the buildings while the janitorial services are being performed,
 - locking the building upon vacating the premises,
 - ensuring access keys are protected and not duplicating any access key provided;
 - ensuring that access codes remain confidential.
- 10.2 The Contractor shall ensure the security of the Airport Terminal Building at all times, including:
- locking all interior rooms excluding the washrooms and Pilot office,
 - ensuring all exterior doors are shut upon vacating the premises,
 - ensuring access keys are protected and not duplicating any access key provided;
 - ensuring that access codes remain confidential.

11.0 Criminal Record Check

- 11.1 The Contractor shall provide the Municipality with the details of all employees who will be providing the contracted services. This agreement is conditional upon the Municipality receiving a satisfactory Criminal Records Check for all employees providing the contracted services. All costs related to obtaining the Criminal Records Check are the responsibility of the Contractor.

- 11.2. The list of employees shall be updated during the term of the contract as new employees are added or employees are removed; the Contractor shall provide an acceptable Criminal Records Check for any new employee added.

12.0 Hold Harmless

- 12.1 The Contractor agrees to indemnify and hold harmless the Municipality from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents. This hold harmless provision shall survive this agreement.

13.0 Amendment

- 13.1 This Agreement may be amended by mutual written consent of both Parties.

14.0 Assignment of Agreement

- 14.1 The Contractor shall not assign this agreement or subcontract any portion of the contracted services without the written prior approval of the Municipality. Any assignment or subcontract made without written prior approval shall be of no effect.

15.0 Termination of Agreement

- 15.1 This agreement may be terminated by either of the Parties giving to the other thirty (30) days written notice of the intention to terminate. The Municipality shall only be obliged to pay the Contractor for the value of the services rendered by the Contractor up to the effective date of the termination, such value to be determined using the rates provided herein, and the Municipality shall have no further obligation or liability to the Contractor.
- 15.2 The Municipality may terminate this agreement at any time, without notice to the Contractor, if:
- a) The Municipality, in its sole discretion, is at any time not satisfied with the conduct of the Contractor or performance of the contracted services;
 - b) The Contractor breaches any term, condition or provision of the agreement, whether such term, condition, or provision is major or minor or otherwise, and regardless of the significance or degree of such breach;
 - c) The Contractor engages in any business, enterprise or undertaking that interferes with its ability to perform the services under this agreement; or,
 - d) The Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receivership of any type is appointed on account of the Contractor's insolvency, or if in the opinion of the Municipality appears to be insolvent.

Upon or after such termination, the Municipality shall be discharged from and have no further obligations under this agreement.

IN WITNESS WHEREOF the parties hereunto affixed their signatures,

DATED THIS _____ DAY OF _____, 2020, at the Town of Fairview, in the province of Alberta.

Peggy Johnson, Reeve

Sandra Fox, CAO

DATED THIS _____ DAY OF _____, 2020, at the Town of Fairview, in the province of Alberta.

Contractor

Witness

SAMPLE