

TOWN OF MIDLAND



TENDER FOR JANITORIAL SERVICES

**OPP Offices – 250 Second St.
Court Offices – 605 Yonge St.
Operations Centre – 1099 MacDonald Rd.**

**TENDER NO. F18-054228
CONTRACT NO. L04-54229**

TENDER CLOSING

DATE: Wednesday, March 21, 2018

TIME: 1:00 p.m. local time

PUBLIC OPENING: Yes

LOCATION: Town of Midland Municipal Offices
575 Dominion Avenue
Midland, ON L4R 1R2

QUESTION & ANSWER PERIOD:
Question period deadline: Wednesday, March 14, 2018 at 4:00 p.m.
Answer response date: Friday, March 16, 2018 by 12:00 noon.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

**MANDATORY SITE MEETING starting at 575 Dominion Avenue, Midland, Ontario,
on TUESDAY, MARCH 13, 2018 at 10:00 A.M.**



TOWN OF MIDLAND

TENDER FOR

JANITORIAL SERVICES

Tender No. F18-054228
Contract No. L04-54229

SEALED TENDERS, in envelopes supplied, will be received at the Town of Midland's Engineering Department, 575 Dominion Avenue, Midland, Ontario, until:

1:00 p.m. local time, WEDNESDAY, MARCH 21, 2018

to provide Janitorial Services and to supply the necessary equipment and supplies required to complete such work at the OPP Offices at 250 Second Street, 2 offices at the Midland Court House at 605 Yonge Street and at the Operations Centre at 1099 MacDonald Road in Midland.

Tenderers are advised there will be a Mandatory Site Meeting on Tuesday, March 13, 2018 at 10:00 a.m. Interested parties are to meet at the Town's Administration Offices, 575 Dominion Avenue, Midland. The tour will start at the OPP offices then move to the Court House, finishing at the Operations Centre. Contractors who do not attend this site meeting will not be eligible to submit a tender.

Interested parties may obtain Tender documents from the Town of Midland website at:

<http://www.midland.ca/Pages/Tenders.aspx>

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Shawn Berriault, C. Tech.
Director of Operations, Parks and Facilities
575 Dominion Avenue
Midland, ON L4R 1R2
Telephone: (705)526-4275
Fax: (705)526-9971
e-mail: operations@midland.ca

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**INFORMATION TO TENDERERS
JANITORIAL SERVICES**

INFORMATION TO TENDERERS

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INFORMATION TO TENDERERS

1. DESCRIPTION OF WORKS

To provide Janitorial Services and to supply the necessary equipment and supplies required to complete such work, for the OPP offices at 250 Second Street together with 2 offices at the Midland Court House at 605 Yonge Street and the Town of Midland Operations Centre at 1099 MacDonald Road, all in Midland, as more particularly set out in the accompanying Specifications and Schedule 'A.' The term of this contract will be from April 1, 2018 to March 31, 2020.

2 MANDATORY SITE MEETING

Tenderers are invited to attend a one-time mandatory site meeting. Contractors wishing to bid on this Tender are to meet at the Town of Midland Municipal Offices at 575 Dominion Avenue, Midland, Ontario on Tuesday, March 13, 2018 at 10:00 a.m. Bidders will then be permitted to view the OPP offices at 250 Second Street, Midland, then travel to the Midland Court House at 605 Yonge Street, Midland, finishing at the new Operations Centre at 1099 MacDonald Road, Midland. Bidders may pre-register by email at operations@midland.ca on or before 4:00 p.m. Monday, March 12, 2018. Alternatively, Tenderers can register at the site in person. The purpose of the site meeting will be to allow each Proponent to observe personally the local conditions to be met during the performance of the Work, also, to provide additional information, if required, and to answer questions concerning this Tender. Any new information or changes provided at the information meeting will be summarized in an Addendum, which will be issued prior to the Submission Deadline. No Tenderer shall claim, at any time after the Submission Deadline, that there was any misunderstanding about the terms and conditions of the Contract relating to site conditions. No adjustment to the schedule or to the Contract price will be made for difficulties encountered during the performance of the contracted work due to conditions, features and peculiarities of the site that were evident at the time of the site visit.

NOTE: Bidders who do not attend the mandatory site meeting will not be permitted to submit a bid for this contract.

3. TIME LIMIT FOR TENDERING

Tenders, in envelopes clearly marked as to contents, will be received up to **1:00 p.m.**, local time, on **Wednesday, March 21, 2018**, by:

Shawn Berriault, C. Tech.
Director of Operations, Parks and Facilities
Town of Midland
575 Dominion Avenue
Midland, Ontario L4R 1R2

PLEASE NOTE – NO COURIER SERVICE PROVIDES EARLY DELIVERY TO MIDLAND.

INFORMATION TO TENDERERS

This time and date shall be deemed to be the Official Closing Time. Each Tender will be marked with the time and date it was received. The Tender Form must be fully legible, signed and witnessed in the spaces provided, with the signature of the Tenderer or a responsible official of the organization bidding and the name of the person signing on behalf of the organization bidding printed under the signature.

Bidders requiring a receipt or acknowledgment for the tender delivery are required to bring a copy of the Tender Advertisement page from this Tender document (Page 2 herein). An acknowledgment will be provided on that sheet and returned to the person delivering the tender. No other form of acknowledgment will be provided.

Questions arising during the bidding period are to be submitted in writing by e-mail to:

Attention: Shawn Berriault, C. Tech., Director of Operations
Email: operations@midland.ca
Subject Line: Janitorial Services Contract L04-54229 Questions

The intent is to address questions received only up to the end of business (4:00 p.m. local time) on Wednesday, March 14, 2018 and issue any required addenda by noon (local time) Friday, March 16, 2018.

4. FORM OF TENDER

All Tenders must be submitted upon the Tender Form contained herein in the envelope provided and be signed by the Bidder with his business address, telephone, fax number and e-mail address, as applicable. Tenders must be sealed and clearly marked on the outside as to contents.

Bidders shall submit the following forms complete in all respects.

- Tender Form
- Schedule of Prices
- Proof of Ability
- List of Personnel

5. MATERIALS

All materials, except as specifically indicated in the Specifications, required to undertake this Contract shall be supplied by the Contractor.

INFORMATION TO TENDERERS

6. TENDER DEPOSIT

Each tender shall be accompanied by a **certified cheque or bank draft cheque** for the sum of One Thousand (\$1,000.00) Dollars upon a Canadian Chartered Bank located in Ontario, drawn and made payable to the Town of Midland. The certified cheque/bank draft cheque must be enclosed in the same envelope as the Tender.

The Tender deposit cheque or Bid Bond of the three lowest Tenderers shall be retained by the Town for up to sixty (60) days after the Official Closing Time or until the Contract has been signed by the successful Tenderer. Tender deposit cheques of all other Tenderers will be returned within thirty (30) days of the Official Closing Time. The Tender deposit cheque of the successful Tenderer will be returned upon execution of the Contract Documents. If the Tender consists of more than one Contract, each Contract may be individually bonded in accordance with the above requirements.

The Tender Deposit of the successful bidder shall be forfeited should the bidder fail to successfully register with Compliance Sync (see Compliance Sync registration requirements in this document) and provide them with a certified copy of a satisfactory insurance policy and a Workers Safety and Insurance Board (WSIB) Clearance Certificate and such other documents as may be required, or fail to execute the agreement referred to hereinafter within seven (7) days not including Sunday or a legal holiday, after mailing of written notice by the Town to the bidder at this business address stated in the Tender, of the award of the Contract.

The deposit of the successful bidder will be returned upon receipt by the Town of the signed contract and any required bonds together with confirmation from Compliance Sync that the insurance, WSIB certificates and any other documentation is in proper order. In the event that any Tender is withdrawn before the Contract is executed by the successful bidder or for a period of thirty (30) days commencing from the Date of Closing of Tenders, whichever event first occurs, the certified cheque or bank draft accompanying such Tender shall be forfeited to the Town.

7. BONDS

The successful bidder is required to furnish a Performance Bond in the amount of \$10,000 from a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario. Only tenders from bondable Contractors will be considered. The recovery from the bondsman of any sum shall not prevent the Town from prosecuting any other remedies by action or otherwise against the Contractor.

INFORMATION TO TENDERERS

8. INSURANCE

The successful bidder will be required to register with Compliance Sync and obtain and provide to them a comprehensive policy of Public Liability and Property Damage Insurance, noting the Town of Midland as an **additional named insured**, providing coverage in respect of any one accident to the limit of at least \$2,000,000, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of, or damage to property. Proof of such insurance coverage shall be provided to Compliance Sync at the time the Contract is signed and accepted.

**9. WORKERS SAFETY and INSURANCE BOARD
CLEARANCE CERTIFICATE**

The Contractor will be required to register with Compliance Sync and supply them with a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) indicating that they are in good standing with the Board. The Contractor is expected to keep their WSIB Clearance Certificate in good standing at all times throughout the term of the Contract.

10. PROOF OF ABILITY

Bidders are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners as the case may be. They must furnish satisfactory evidence that they have the requisite ability and experience in the class of work contemplated and sufficient capital and equipment to enable them to complete the work successfully within the time stated in the Contract.

11. CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement contained herein in triplicate and to register with Compliance Sync and to furnish them with a certified copy of a satisfactory insurance policy referred to herein, within seven (7) days not including Sunday or a legal holiday, after mailing of written notice by the Town to him at his business address stated in his Tender, of the award of the Contract to him. Should the said party fail to execute this Contract and register with Compliance Sync within the time stipulated above, the deposit accompanying his Tender shall be forfeited to the Town.

INFORMATION TO TENDERERS

12. INFORMAL TENDERS

Tenders that are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks. Bidders must bid on all facilities listed in this tender document. Tenders submitted that do not include a bid price for all the facilities will be considered incomplete and rejected. Should any uncertainty arise as to the proper manner of doing so, the bidder may obtain the requisite information from the Town of Midland, Operations Department.

13. HOURS OF WORK

(a) OPP Offices

The Contractor agrees to be at the Municipal Building and report to the Director of Operations, Parks and Facilities or his designate every day from Monday to Friday inclusive, at the beginning of each scheduled days' work. The OPP office hours are Monday to Friday between 8:00 a.m. and 4:30 p.m. The Contractor is expected to perform the required daily tasks during these office hours. Permission may be granted to undertake special cleaning (i.e. carpets) outside of the regular office hours. The Contractor will be required to submit a written request(s) to the Director of Operations, Parks and Facilities for special cleaning outside of the OPP regular office hours at least 2 weeks in advance of the requested cleaning date (e-mail requests are acceptable). The Director of Operations, Parks and Facilities will reply in writing. It should be noted that it is expected that a minimum of six (6) man hours every day will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

(b) Court House Offices

The Contractor agrees to be at the Municipal Building and report to the Director of Operations, Parks and Facilities or his designate before each day scheduled for cleaning the Court House offices. The Court House offices are to be cleaned Monday's and Wednesdays. Access to the Court House is available between the hours of 9:30 a.m. and 4:00 p.m. The Contractor is expected to perform the required tasks during these office hours. Permission may be granted to undertake special cleaning (i.e. carpets) outside of the regular office hours. The Contractor will be required to submit a written request(s) to the Director of Operations, Parks and Facilities for special cleaning outside of the Court House regular office hours at least 2 weeks in advance of the requested cleaning date (e-mail requests are acceptable). The Director of Operations, Parks and Facilities will reply in writing. It should be noted that it is expected that a minimum of one (1) man hour every day

will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

(c) Operations Centre Offices

The Contractor agrees to be at the Operations Centre and report to the Manager of Maintenance Operations or his designate every Monday, Wednesday and Friday, at the beginning of each scheduled days' work. The Operations Centre office hours are Monday to Friday between 8:00 a.m. and 4:30 p.m. The Contractor is expected to perform the required daily tasks during these office hours. It should be noted that it is expected that a minimum of six (6) man hours every scheduled cleaning day will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

14. RIGHT TO ACCEPT OR REJECT

The Owner reserves the right, in its absolute discretion, to reject any or all Tenders or to award the contract to other than the Tenderer submitting the lowest Tender, provided that Council, in its sole and absolute discretion, decides that it is in the best interest of The Corporation of the Town of Midland to do so.

Without in any way limiting the generality of the preceding, Tenders, commencing with the lowest tender, will be evaluated against criteria developed by the Town using information provided by the Tenderer in the Form of Tender section and additional criteria information as requested. The Town's criteria include, but are not limited to:

- Skill and experience demonstrated on similar projects of similar scope;
- Reputation, qualifications and experience of the Tenderer;
- Qualifications and experience of key personnel of the Tenderer;
- Tender price;
- Project schedule/substantial performance date;
- Reference checks with former clients, consultants and subtrades;
- Five year history of claims, litigation and/or arbitration between Tenderer and former clients and between itself and subcontractors;
- Five year history of charges under the Occupational Health & Safety Act (Ontario);
- Five year record with the Workplace Safety and Insurance Board ("WSIB");
- Anticipated additional costs not included in the Tender Price but inferable from the evaluation criteria or from the Tender;

INFORMATION TO TENDERERS

Where the Tenderer is associated with one or more persons or corporations which conduct the same or similar business as the Tenderer, the Town may, but is not obliged to, request from such Tenderer the evaluation information with respect to such associated persons or corporations. The failure or refusal of a Tenderer to comply with such a request may result in the rejection of its Tender.

The above criteria are not necessarily listed in the order of their importance to the Town.

15. HARMONIZED SALES TAX

Harmonized Sales Tax (H.S.T.) is not to be included in the tender bid price, however, it is acknowledged that all payments for services under the contract will be subject to H.S.T. All invoices are to include HST as a separate line item. The successful tenderer will be required to provide their Harmonized Sales Tax Registration Number and a unit price breakdown which indicates the value of Harmonized Sales Tax on labour and materials.

16. HEALTH AND SAFETY

The Contractor shall ensure that all work by sub-contractors and workers engaged on the site, is performed in a manner consistent with the standards and objectives of the Town's Health and Safety Policy.

The Contractor understands that work may be immediately suspended by the Town, its agents or servants, in the event of non-compliance with the Town's Health and Safety policies.

17. HOLD HARMLESS

To the fullest extent permitted by law, the successful Tenderer agrees to defend (including attorney's fees), pay on behalf of, indemnify and hold harmless The Corporation of the Town of Midland, its elected and appointed officials, employees and volunteers and others working on behalf of The Corporation of the Town of Midland against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from The Corporation of the Town of Midland, its elected and appointed officials, employees, volunteers or others working on behalf of The Corporation of the Town of Midland, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

INFORMATION TO TENDERERS

18. CODE OF CONDUCT

At all times, the employees of the successful Contractor shall act in a civil, responsible, courteous and generally productive manner. There will be no allowances made for employees to offend or interfere or join in activities being carried on by Town staff or outside groups while they are being employed by the successful Contractor and such complaints, if received, will be referred to the Contractor. The Town reserves the right to request that said employee be taken off the works by the Contractor and not so re-employed until satisfactory arrangements have been made to ensure that there is no repetition of the offending behaviour.

19. COMPLIANCE SYNC

Contractor Compliance Verification:

The Town of Midland has initiated a program for all Contractors performing work on behalf of the Town to ensure *continuous visibility* to Compliance. This includes the provision of all legal requirements in accordance with the Occupational Health and Safety Act; as well as other documentation which may be legally required in order to be retained by the Town to provide services. The Town hereby requires all Contractors having successful quotations or tenders to be Verified by Compliance Sync and/or equivalent programs/services and maintain their compliance status in good standing throughout the duration of the Contract (including any maintenance period) in accordance with terms of the Contract. This requirement does not apply if the Contractor is not the successful bidder.

The Town will only execute documents with Contractors after such Contractor(s) has/have been Verified by Compliance Sync, and that said Contractor is Approved by the Town to be in compliance with the requirements of the Contract.

At minimum, in order to satisfy the terms of the quotation or tender, all Contractors performing work on behalf of the Town must provide Proof of Insurance, Registration, Certification, Licensing, Authorization or Professional Membership as legally required, where applicable, as well as all relevant Workplace Occupational Health & Safety Training applicable to the scope of work and such documentation and training shall remain current and valid during the duration of the Contract period.

In order to complete the Verification process Contractors will be requested to provide information which may include, but is not limited to:

- CRA Business Number;
- WSIB Account Number;
- Certificate of Insurance with Town of Midland named as additional insured and with a minimum \$2,000,000 (unless otherwise specified) Commercial General Liability Insurance Policy;

- Business License, Registration or Authorization as legally required by Contractor, where applicable.
- Town of Midland Contract(s) signed and related Contractor Program requirements as shown on Compliance Sync upon registration.

It is also required that all Contractors provide the following information on behalf of their worker which include, but is not limited to:

- First and Last Names of all workers performing work on behalf of the Town;
- Certificates of Qualification from the relevant industry authority related to their professional certifications, where applicable. (e.g. Ontario College of Trades, Technical Standards and Safety Authority, Professional Engineers Association, etc.)
- Proof of Training for all Occupational Health & Safety requirements related to the work they are required to perform and exposure to potential workplace hazards (e.g. WHMIS, fall prevention, confined space, etc.) where applicable.
- Proof of Completion for Worker/Supervisor Safety Awareness Training, mandatory in Ontario since July, 2014. (whichever is applicable)
 - [MOL Health & Safety Awareness Training](#)

For more information about becoming a Verified Contractor please contact Compliance Sync at 1-844-400-4484 or visit www.compliancesync.com

* Use of Sub-Contractors:

Where the Contractor requires the services of Sub-Contractors to satisfy the terms of the quotation or tender, the Contractor shall ensure compliance with, and acknowledges that, it will not be permitted to use such Sub-Contractor until such Sub-Contractor and its workers have been Verified by Compliance Sync as being in compliance with the standards set forth by the Town and that said Sub-Contractor is Approved by the Town to be in compliance with the requirements of the Contract and remains current and valid with compliance requirements for the duration of the Contract period. It shall be the responsibility of the Contractor to ensure the Sub-Contractor is aware and abides by the terms of this quotation/tender.

Contractors, and their proposed Sub-contractors, will be required to provide all compliance information and documentation to Compliance Sync, and to be Verified by Compliance Sync as having all documentation current and valid, within 30 days of being notified in writing as being the successful Contractor. Where a Contractor and/or Sub-Contractor is unsuccessful in meeting the Verification requirements of Compliance Sync within the 30 day period the Contractor shall be considered in default of its' tender and the default provisions of the Contract shall govern.

* Excludes tenders with a value in excess of \$50,000.00 - Notice of Project
As per the OHSA, Construction Reg. 213/91 'Notice of Project' refers to the
Constructor

Definition of Constructor as per the OHSA: *'means a person who undertakes
a project for an owner and includes an owner who undertakes all or part of a
project by himself or by more than one employer'*

For these 'Notice of Project' tender/quotation contracts, the Town of Midland
will require only the Constructor to provide all compliance information and
documentation to Compliance Sync and to be Verified by Compliance Sync.
Constructors who are required by the terms of the tender/quotation to file a
Notice of Project will be solely responsible for ensuring their Sub-Contractors
have satisfied the Constructors requirements.

**Any questions regarding this clause may be directed to Charmen LeBlanc,
Health and Safety/HR Coordinator, Town of Midland at
cleblanc@midland.ca or 705-526-4275 ext 2228.**

FORM OF TENDER

JANITORIAL SERVICES

TO BE COMPLETED BY TENDERER

TENDER SUBMISSION CHECK LIST:

Tender Submitted By: _____

Date: _____

Total Tender Bid \$ _____

Certified Cheque/Bank Draft Tender Deposit \$ _____

Addendum(s)* _____ to _____,
inclusive

* **Tenderer to fill in blanks or enter "NIL" as applicable.**

FOR OFFICE USE ONLY

Date/Time Tender Received: _____

Reviewed By: _____

Member of Council

FORM OF TENDER

TO: Mayor and Members of Council
The Corporation of the Town of Council

Tendered by:

(Individual or Firm Name)

(Mailing Address)

(Town/City/Province)

(Postal Code)

(Telephone)

(Fax)

(e-mail)

Gentlemen:

The undersigned has carefully examined the Instructions to Bidders, Tender Form, Schedule of Prices, General Conditions and Specifications for this Contract and acknowledges the same to be part and parcel of the Contract. Further, the undersigned has visited the building and studied all conditions thereon which affect the building and is fully informed as to the nature of the Work and the conditions relating to its performance.

The undersigned hereby proposes to furnish all plant, labour and materials including in every case, freight, duty, exchange and all Sales Tax in effect, except as otherwise specified, and to provide janitorial services for a three year period in strict accordance with requirements of the Contract at the unit prices named in the Schedule of Prices for the sum of: (in writing)

(\$ _____)

(From Page 22 of Form of Tender)

FORM OF TENDER

The undersigned agrees to the following:

1. To execute the Agreement in triplicate and to register with Compliance Sync and to furnish them with a certified copy of the Insurance Policy, noting the Town of Midland as an **additional named insured** as required under the Contract within seven (7) days, not including Sunday or a legal holiday, from the date of mailing of the notice of acceptance of this Tender by the Town to the address stated hereunder.
2. This offer is to continue open to acceptance until the Contract is executed by the successful bidder or for a period of Thirty (30) days commencing from the Date of Closing of Tenders, whichever event first occurs and that the Town may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
3. The Town may reject any or all Tenders without explanation.
4. The work will commence April 1, 2018 or within seven (7) days of the issue of the start work order.

This Tender is submitted by:

Company Name

Mailing Address

Town/City

Province

Postal Code

Telephone

Fax

e-mail address

Signature(s) of Tender:

Signature

Name/Position (please print)

Signature

Name/Position (please print)

Date of Submission

FORM OF TENDER

SCHEDULE OF PRICES

A Basic Janitorial Services (Per Schedule 'A')

**A.1) OPP Offices
250 Second Street**

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total \$ _____

**A.2) Court House Offices
605 Yonge Second Street**

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total \$ _____

**A.3) Operations Centre
1099 MacDonald Road**

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total \$ _____

FORM OF TENDER

SCHEDULE OF PRICES

B Specific Janitorial Services

- In addition to pricing for 'A' - Basic Janitorial Services, pricing for the following tasks is requested by the Town.
- Tender Prices quoted are to be based on providing the service **once a year**, however, the Town may vary the actual work as required. Payment will be made based on the number of times the service is performed.
- **IT SHOULD BE NOTED THAT SOME OR ALL OF THESE SPECIFIC JANITORIAL SERVICES MAY NOT BE INCLUDED IN THE FINAL CONTRACT AGREEMENT.**

B.1) Steam Clean Carpets and Draperies

(a) OPP Offices (250 Second Street)

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total B.1(a) \$ _____

(b) Court House Offices (605 Yonge Street)

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total B.1(b) \$ _____

TOTAL SECTION B.1 (B.1(a) + B.1(b)) \$ _____

FORM OF TENDER

SCHEDULE OF PRICES

**B.3) TILE FLOORS – REMOVE ALL WAX AND REFINISH
(base pricing on once a year service, but note - Contractor may be asked to
remove all wax and refinish up to three times a year)**

(a) OPP Offices (250 Second Street)

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total B.3(a) \$ _____

(b) Operations Centre (1099 MacDonald Road)

April 1, 2018 to March 31, 2019 \$ _____

April 1, 2019 to March 31, 2020 \$ _____

Sub-total B.3(b) \$ _____

TOTAL SECTION B.3 (B.3(a) + B.3(b)) \$ _____

FORM OF TENDER

TENDER SUMMARY

A Basic Janitorial Services (total of 2 year bid)

A.1) OPP Offices \$ _____

A.2) Court House Offices \$ _____

A.3) Operations Centre Offices \$ _____

TOTAL \$ _____
Section 'A' (A.1 + A.2 + A.3)

B Specific Janitorial Services

B.1) Steam Clean Carpets \$ _____

B.2) Wash Windows
Outside \$ _____

B.3) Tile Floors
Remove All Wax and Refinish \$ _____

TOTAL \$ _____
Section 'B' (B.1 + B.2 + B.3)

TOTAL TENDER \$ _____
Total of Section 'A' and Section 'B'
(Enter **Total Tender** Amount on Page 16 of the Form of Tender)

FORM OF TENDER

LIST OF PERSONNEL

The Contractor shall list names, addresses and telephone numbers of all individuals who will be performing work. The Contractor must obtain permission in writing from the Town prior to using any additional personnel not listed below or not accepted by the Town to perform work associated with this contract. All personnel will be subject to a Police security check (please note: it may take up to 4 weeks to obtain a police check for any personnel without a police check on file. Please keep this in mind when assigning staff for this contract.)

NAME

ADDRESS

TELEPHONE

All personnel will be subject to police screening. Fingerprinting of all persons performing work under this contract will be required. Fingerprinting to be performed through the Southern Georgian Bay OPP Police Service.

This form shall be submitted with Tender.

FORM OF TENDER

PROOF OF ABILITY

The Contractor shall list experience and similar janitorial contracts. Only tenders from Contractors with proven ability will be considered.

<u>TOWN/LOCATION</u>	<u>CONTRACT DESCRIPTION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This form shall be submitted with Tender.

**FORM OF AGREEMENT
JANITORIAL SERVICES**

FORM OF AGREEMENT

This Agreement made in duplicate the _____ day of _____, 2018, by
and between

hereinafter called the "Contractor"

and

The Corporation of the Town of Midland
hereinafter called the "Town"

WITNESSETH

That, the Contractor for and in consideration of the appropriate payment specified in the Tender, hereby agrees to furnish all necessary equipment, labour and materials required to provide for a period from April 1, 2018, to March 31, 2020, at the Town of Midland's Municipal Building, Administration Offices.

IN CONSIDERATION WHEREOF, the Town agrees to pay to the Contractor for all Work done, an amount of _____
(\$xx,xxx.xx) - - - xx/100 DOLLARS and as indicated in the Form of Tender or as may be adjusted in accordance with the Contract Documents.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Town.

IN WITNESS WHEREOF, the Contractor and the Town have hereunto signed their names and set their seals on the day first above written.

FORM OF AGREEMENT

Signed and Sealed by the Contractor in the Presence of:

Contractor

Witness

Contractor

Date

I/We have authority to bind the Corporation.

Signed and Sealed by the Town in the Presence of:

Mayor – Gord McKay

Witness

Clerk – Karen Desroches

Date

**GENERAL CONDITIONS
JANITORIAL SERVICES**

GENERAL CONDITIONS

1. The Contractor shall not reveal any information which is received during the performance of this agreement concerning the personal, financial or other affairs of persons or corporations, all of which will be treated by the Contractor in strict confidence and will not be revealed to the persons or corporations concerned, or to any other person.
2. The Contractor will provide competent supervision of the work at all times through a Supervisor who must be acceptable to the Town and have authority to receive on behalf of the Contractor, any order or communication relating to the work. Any Supervisor and workmen not acceptable to the Town by reason of incompetence, improper conduct or being a security risk, will be removed from the site of the work and replaced forthwith.
3. The Contractor understands that the work is subject to interruption or interference when other contractors or workmen are engaged to work on the site and the Town will give him as much notice as possible of any such interruption or interference.
4. The Town shall have the right to decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work.
5. If the Contractor fails to comply with a direction or decision of the Town properly given, or is in default in any other manner under the contract, the Town may do such things and incur such costs as it deems necessary to correct the Contractor's default, and the Contractor will reimburse the Town of Midland any costs so incurred.
6. In cases of repeated or persistent faulty work or performance on the part of the Contractor, in cases where the Town of Midland vacates the premises or site of the work, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the Town may, by notice in writing, terminate the contract on such day as it may set in the notice, and if the day set is not the last day of a contract month, payment for such contract month will be apportioned, provided that in cases where the Town of Midland vacates, the day so set will not be less than thirty days after the giving of such notice.
7. Cleaning Hours of Operation

(a) OPP Offices

The Contractor agrees to be at the Municipal Building and report to the Director of Operations, Parks and Facilities or his designate every day from Monday to Friday inclusive, at the beginning of each scheduled days' work. The OPP office hours are Monday to Friday between 8:00 a.m. and 4:30 p.m. The Contractor is expected to perform the required daily tasks during these office hours. Permission may be granted to undertake special cleaning (i.e. carpets) outside of the regular office

hours. The Contractor will be required to submit a written request(s) to the Director of Operations, Parks and Facilities for special cleaning outside of the OPP regular office hours at least 2 weeks in advance of the requested cleaning date (e-mail requests are acceptable). The Director of Operations, Parks and Facilities will reply in writing. It should be noted that it is expected that a minimum of six (6) man hours every day will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

(b) Court House Offices

The Contractor agrees to be at the Municipal Building and report to the Director of Operations, Parks and Facilities or his designate before each day scheduled for cleaning the Court House offices. The Court House offices are to be cleaned Monday's and Wednesdays. Access to the Court House is available between the hours of 9:30 a.m. and 4:00 p.m. The Contractor is expected to perform the required tasks during these office hours. Permission may be granted to undertake special cleaning (i.e. carpets) outside of the regular office hours. The Contractor will be required to submit a written request(s) to the Director of Operations, Parks and Facilities for special cleaning outside of the Court House regular office hours at least 2 weeks in advance of the requested cleaning date (e-mail requests are acceptable). The Director of Operations, Parks and Facilities will reply in writing. It should be noted that it is expected that a minimum of one (1) man hour every day will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

(c) Operations Centre Offices

The Contractor agrees to be at the Operations Centre and report to the Manager of Maintenance Operations or his designate every Monday, Wednesday and Friday, at the beginning of each scheduled days' work. The Operations Centre office hours are Monday to Friday between 8:00 a.m. and 4:30 p.m. The Contractor is expected to perform the required daily tasks during these office hours. It should be noted that it is expected that a minimum of six (6) man hours every scheduled cleaning day will be required to complete the minimum maintenance specified in this contract. Payment under the contract is based on the contract price bid in the Form of Tender. The Contractor is expected to base the price for the required cleaning on their estimated man hour expectation. No extra payment will be made should additional time be required to fulfil the cleaning requirements set out herein.

8. The Contractor shall log daily in a book provided by Town, time, date and hours spent by Contractor and all employees, in providing the services required by this Contract. All employees, prior to working at any of the facilities specified in this tender document, must obtain a police security check. This check document must be submitted and approved by the Director of Operations, Parks and Facilities prior to any employee commencing work under this contract.
9. Only the Contractor and employees of the Contractor shall perform the work specified and no other persons shall accompany the Contractor or his employees during the performance of their duties.
10. Either party may terminate this agreement without cause, upon giving the other party ninety (90) clear days notice in writing.
11. Payment for “Basic Janitorial Services (A)” shall be made in equal monthly instalments.
12. Payment for “Specific Janitorial Services (B)” shall be made within 30 days of receipt and approval of an invoice.

**SPECIFICATIONS
JANITORIAL SERVICES**

SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

The Contractor is to provide janitorial services to ensure clean, sanitary and uncluttered conditions of the buildings or portions of buildings stated in these documents. The required janitorial services, indicating location and frequency, are shown in Schedule 'A,' with further requirements described in these specifications.

1.1 Dusting

Where dusting is indicated in Schedule 'A,' such dusting shall include:

- Telephone, desk tops and sides, file cabinets, window sills, low ledges, book cases, office machines.
- High level ledges, picture frames, etc., and all normal areas requiring dusting or cleaning in addition to those specified areas noted above.
- Wood desks shall be polished with furniture polish on a monthly basis.

1.2 Washrooms and Locker Rooms

Subject to the areas and frequency indicated in Schedule 'A', daily maintenance of washrooms and locker rooms shall include:

- cleaning and sanitizing of all plumbing fixtures (including the shower area), countertops and toilet partitions
- removal of spots and stains from walls
- Wash floor with a disinfectant – detergent solution
- cleaning mirrors
- Emptying waste receptacles

1.3 Kitchens

Subject to the areas and frequency indicated in Schedule 'A', daily maintenance of the kitchen area shall include:

- cleaning and sanitizing of all countertops and sinks
- cleaning and sanitizing of all appliances (ie microwave, front of refrigerator)
- Sweep or vacuum floor
- Wash floor with a disinfectant – detergent solution
- cleaning and sanitizing of all tables and chairs
- Emptying waste receptacles

SPECIFICATIONS

1.4 Floors

Subject to the areas and frequency indicated in Schedule 'A' for Basic Janitorial Service, floor maintenance shall include as applicable, the following;

Basic Janitorial Services:

- Sweeping/Washing/Sanitizing
- Dusting with dust control sweeping tool
- Damp mopping to remove foot prints, coffee spills, etc.
- Sweep stairs and damp mop
- Vacuuming of carpeting/mats, including carpeted baseboards
- Spot cleaning of carpeting

Specific Janitorial Services

- Steam cleaning of carpeting and draperies (if any)

1.5 Windows/Blinds

Subject to the areas and frequency indicated in Schedule 'A', daily maintenance of windows and blinds shall include:

- cleaning glass in all doors/offices
- cleaning glass in foyer area
- cleaning window sills
- dusting blinds (at least monthly)
- washing inside windows at least twice a year

1.6 Waste Disposal and Recycling

When indicated in Schedule 'A,' the Contractor shall empty and wipe clean all wastepaper baskets and deposit waste on site at locations designated by the Town. All other wastes normally accumulated shall be collected and deposited as directed.

The Contractor shall empty recycling bins and deposit materials as directed.

1.6 Miscellaneous

All light switches, door handles, etc. are to be cleaned, polished and sanitized on a daily basis.

Desks, tables and phones (especially phone handsets) are to be dusted, damp wiped and sanitized on a daily basis.

Walls are to be washed or spot cleaned as required.

Waste containers are to be washed as required.

Light fixtures are to be cleaned on an as required basis. Bulbs and/or tubes are to be replaced as needed. Light bulbs/tubes will be supplied by the Town.

SPECIFICATIONS

2.0 MATERIALS

2.1 Cleaning Materials to be Supplied by Contractor

The Contractor shall supply all materials required to perform the described janitorial services including, but not limited to, soaps, cleaning fluids, rug shampoo, wax, wax removers, window cleaners, disinfectants, floor sweeping compounds, plastic garbage bags, clear recycling bags and de-icing chemicals.

2.2 Sundry Materials to be Supplied by Contractor

Unless otherwise indicated in Schedule 'A,' the Contractor shall supply all hand soap for lavatories, paper hand towels, toilet paper and toilet and urinal deodorizers, suitable for the dispensers installed throughout the building.

The Contractor shall replace burnt out light bulbs for all interior built-in fixtures, including 'exit' lights. Replacement bulbs shall be supplied by the Town.

2.3 Storage of Contractor's Materials and Supplies

Suitable secure janitor's room, with sink, will be provided for storage of materials and supplies used for maintenance and cleaning under this contract.

3.0 CLEANING FREQUENCY

3.1 OPP Offices (250 Second Street)

In addition to the General Requirements in Section 1 and items listed in Schedule 'A,' the following specific requirements shall apply to the OPP Offices:

Cleaning of the office is required on a normal five day a week basis, excepting holidays.

3.2 Court House (605 Yonge Street)

In addition to the General Requirements in Section 1 and items listed in Schedule 'A,' the following specific requirements shall apply to the Council Chambers and Board Rooms:

Cleaning of the office is required twice weekly, Mondays and Fridays, excepting holidays.

SPECIFICATIONS

3.3 Operations Building (1099 MacDonald Road)

In addition to the General Requirements in Section 1 and items listed in Schedule 'A,' the following specific requirements shall apply to the OPP Offices:

Cleaning of the office is required on a normal five day a week basis, excepting holidays.

4.0 OUTSIDE WALKWAYS

Snow Removal and De-icing (OPP and Operations Only)

Snow removal and de-icing, as required, shall be provided for on all front and rear entrances, walkways and steps. Snow clearing and removal from parking lots will be undertaken by others.

The Contractor shall remove snow from all outside walkways to both the OPP Offices and the Operations Centre buildings and apply de-icing chemicals as required to permit safe passage. The Contractor shall supply and spread urea pellets for control of ice. Sand will not be permitted except under exceptional circumstances and at the direction of the Town. All snow removal and de-icing applications shall be completed before 8:00 a.m. local time and is required the 5 days a week that the offices are open. The public must be provided with clear access to the building at all times during regular office hours. In the case of ongoing snowfall or icing conditions, the Contractor shall ensure that accumulation of the snow does not exceed 50mm and that there is adequate traction at all times. Reduced width of walkway to allow two pedestrians to pass will be tolerated during such conditions.

5.0 SCHEDULE OF WORKS – SCHEDULE 'A'

A Schedule of Works is attached to this Tender Document as Schedule 'A'. This schedule forms part of the tender document and provides the frequency of each expected cleaning function.

