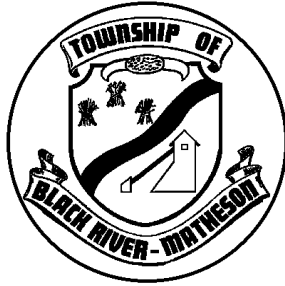


**CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON
JANITORIAL SERVICES TENDER
2017-01-ADM**



September 1, 2017 to August 31, 2020

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

JANITORIAL SERVICES TENDER: 2017-01-ADM

Summary of Documentation

- Instruction to Tenderers Page 4, 5, 6, 7
- Tender Form Page 8, 9
(These forms must be submitted)
- Schedule A – Draft Agreement Page 10-16

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

**JANITORIAL SERVICES TENDER
2017-01-ADM**

The Corporation of the Township of Black River-Matheson will accept proposals for the provision of janitorial services for the following municipal buildings:

1. Township Administration Office - 429 Park Lane
2. Public Works -1115 Vimy Ridge Road
3. Matheson Fire Hall – 422 Sixth Avenue
4. Thelma Miles Museum – 374 Hough Road
5. Spring Cleaning of Administration Office
6. Other Incidental Occurrences

All tenders must be legible and submitted in sealed envelopes clearly marked, **“JANITORIAL SERVICES TENDER: 2017-01-ADM”** and must be received **no later than 2:00:00 p.m., local time on Thursday, August 10, 2017**. The tenders will be publicly opened at 2:15 p.m. on the contract closing date.

The Corporation of the Township of Black River-Matheson
429 Park Lane
PO Box 601
Matheson, ON
P0K 1N0
Tel: 705-273-2313 1-877-252-2227
Fax: 705-273-2140

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

JANITORIAL SERVICES TENDER: 2017-01-ADM

INSTRUCTIONS TO TENDERERS

The Corporation of the Township of Black River-Matheson is requesting submissions for the provision of janitorial services for the following municipal facilities:

- | | |
|---|--|
| 1) Township Administration Office
429 Park Lane | 4) Thelma Miles Museum
374 Hough Road |
| 2) Public Works Office and Washrooms
1115 Vimy Ridge | 5) Spring Cleaning of Administration
Office including Council
Chambers |
| 3) Matheson Fire Hall
422 Sixth Avenue | 6) Other Incidental Occurrences |

General

Tenderers are requested to submit proposals based on an hourly rate (with cleaning supplies being provided by the Corporation) for the provision of janitorial services for **one or all** municipal facilities referred to in 1), 2), 3), 4), 5) and/or 6).

All tenderers must review the attached draft agreement which outlines and specifies the services required for each building. The successful tenderer(s) will be required to enter into an agreement. Those wishing to visit the facilities may do so during normal office hours, by calling the contact person in order to make the necessary arrangements.

Tenders shall be submitted on the tender form provided and shall be completed with no delineation, alteration or erasures.

Tenderers are required to read and study all parts of the tender to completely familiarize themselves with the document. Tenderers finding discrepancies or omissions in the specifications or having doubt as to the meaning or interest thereof, are to contact Cassandra Child at 705-273-2313.

Addenda

Should a tenderer notice any condition that may adversely affect the work or the tender preparation, he/she is required to contact the Township Office prior to closing of tenders. If required, an addenda will be issued to all tenderers outlining revised requirements.

Tenders may, during the tendering period, be advised by addenda of required additions to, deletions from, or alterations to the requirements of the tender documents. All such changes shall become an integral part of the tender documents and shall be allowed for in arriving at the total tender price.

Inquiries

Inquiries regarding the tender or to arrange visitation of the facilities contact:

Cassandra Child, Clerk-Treasurer
Telephone: 705-273-2313
Fax: 705-273-2140
Email: treasurer@blackriver-matheson.com

In submitting a tender, the Proponent acknowledges the Township's right to accept other than the lowest priced tender and expressly waives all rights for damages or redress as may exist in common law stemming from the Township's decision to accept a proposal which is not the lowest price tender, if it is deemed to be the best value to the Township in order to complete the project.

Signed Tender

The tender must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this tender.

Irrevocable

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its tender prior to the closing date and time. Upon closing time, all tenders become irrevocable. By submission of a tender, the Proponent agrees that should its bid be deemed successful the Proponent would enter into an agreement with the Township.

Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a tender and for subsequent negotiations with the Township, if any. If the Township elects to reject all tenders, the Township will not be liable for any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the tender, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Acceptance of Tender

This tender should not be construed as an agreement to purchase services. The Township is not bound to accept the lowest prices or any proposal of those submitted. Tenders must be completed with due care. All tenders must conform to the instructions in this document. If the tender does not conform in every way, even in ways which may seem to the Tenderer to be innocuous, that tender may be rejected by the Township as improper, and may not be considered at all.

Neither acceptance of a tender nor execution of an agreement will constitute an approval of any activity or development contemplated in any tenders that requires any approval, permit or license pursuant to any federal, provincial or municipal statute, regulation or by-law.

Liability of Errors

While the Township has used considerable efforts to ensure an accurate representation of information in this tender, the information contained in this tender is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in this tender intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this tender.

Ownership of Tender and Freedom of Information

All documents, including tenders, submitted to the Township become the property of the Township. They will be received and held in confidence by the Township, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Tender Submission Deadline

Tenders must be received and time-stamped by the municipality on or before the proposal deadline time which shall be **2:00:00 p.m. LOCAL TIME, Thursday, August 10, 2017**. In the event of a discrepancy, the Township of Black River-Matheson (hereinafter referred to as the “Township”) stamp shall be the standard of measurement.

The Township is not responsible for tenders which arrive late, are not properly marked, or are delivered to any municipal building other than the Township office. Bids not received and time stamped by the aforementioned deadline in the aforementioned office will be rejected and returned unopened.

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

JANITORIAL SERVICES TENDER 2017-01-ADM

TENDER FORM

THIS PAGE TO BE COMPLETED AND SUBMITTED BY TENDERER

Please accept this as my (our) submission for the Provision of Janitorial Services for one, two, three, four, five, six or all of the following in strict accordance with the requirements of the tender document (**all cleaning supplies will be provided by the Corporation**).

1) Daily Cleaning of Township Administration Office

\$ _____ per hour

daily cleaning (Monday to Friday), maximum 8 hours per week, including all applicable taxes.

2) Weekly Cleaning Public Works Office

\$ _____ per hour

weekly cleaning, maximum of 2 hours every week, including all applicable taxes.

3) Bi-weekly Cleaning Matheson Fire Hall

\$ _____ per hour

bi-weekly cleaning, maximum of 3 hours every 2 weeks, including all applicable taxes.

3) Weekly Cleaning Thelma Miles Museum

\$ _____ per hour

weekly cleaning, maximum of 2 hours every week for the months of July and August, including all applicable taxes.

4) Spring Cleaning of Township Administration Office

\$ _____ per hour

including all applicable taxes.

5) Other incidental occurrences as required for any of the above mentioned municipal facilities

\$ _____ per hour

Including applicable taxes.

THIS PAGE TO BE COMPLETED AND SUBMITTED BY TENDERER

I/We understand that the price submitted in this tender is based upon the acceptance of the tender within thirty (30) days of the tender closing date.

I/We have carefully examined the tender document, have visited the building therein and have a clear and comprehensive knowledge of the work required under this contract and of all the working conditions.

I/We are in a position to commence the work immediately upon receipt of the Township's written direction, and to carry it through to a satisfactory conclusion.

The Township shall have the right to reject the lowest, any or all tenders, and to accept any tender which may be considered in the best interest of the Township.

Signature(s) _____

Print Name(s): _____

Address: _____

Phone Number: _____

Date: _____

NOTE: ALL PROPOSALS SUBMITTED TO THE TOWNSHIP OF BLACK RIVER-MATHESON BECOME THE PROPERTY OF THE MUNICIPAL GOVERNMENT AND AS SUCH, ARE SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.

SCHEDULE "A"

BY-LAW NO. 2017-_____

THIS AGREEMENT MADE IN DUPLICATE THIS ___TH DAY OF _____, 2017

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON,
(Hereinafter referred to as the "Corporation")

of the first part

AND:

(Hereinafter referred to as the "Contractor")

of the second part

WHEREAS the Corporation of the Township of Black River-Matheson is the owner of the following municipal properties:

- < Administration Office - 429 Park Lane, Matheson, ON
- < Public Works Office – 1115 Vimy Ridge, Matheson, ON
- < Matheson Fire Hall - 422 Sixth Avenue, Matheson, ON
- < Thelma Miles Museum - 374 Hough Road, Matheson, ON

and is desirous of entering into an agreement with the Contractor to ensure that the building and premises are cleaned and maintained for a specified term;

AND WHEREAS the Contractor is in agreement of providing janitorial services for the specified term;

NOW THEREFORE the parties hereto, in consideration of the mutual covenant and consideration referred to herein, agree as follows:

TERM

The Contractor shall, for a period of three (3) year(s) (subject to the termination provisions stated below) commencing on the **1st day of September, 2017**, provide the cleaning services set out in this Agreement for the consideration set out herein. Notwithstanding the terms provided for herein, the Contractor specifically acknowledges and agrees that the provision of cleaning services shall be subject to probationary review during the first six months of the full term provided for herein.

PROBATION

Should the Corporation in its absolute discretion at any time during the six month probation term, determine that the Contractor is not performing the cleaning services in a manner which is satisfactory to the Corporation, the Corporation shall provide written notice to the Contractor that the Agreement is terminated immediately.

TERMINATION

At any point following the successful completion of the probationary period, either party may terminate the contract by providing the other party with 30 days written notice.

Upon breach of any express terms and conditions of this Agreement, the Corporation may, in addition to any other remedy, cancel this Agreement immediately, and upon receipt by the Contractor of notice of cancellation, this Agreement shall be null and void and the Contractor and all equipment and cleaning supplies owned by it may be removed, and the Corporation shall be free to enter into a janitorial services agreement with a third party.

Such cancellation shall not ban the Corporation from any further claim of suit for damages or other relief arising out of the breach of this Agreement by the Contractor.

The Contractor waives any claim of any kind to enforce or continue the term of the Agreement in the event of termination on the part of the Corporation.

EXTENSION

The contract may be extended in writing for a specified period by the Corporation in its sole discretion, provided that the Contractor has complied with all of the terms, conditions, responsibilities and duties as provided for in this Agreement, and the Contractor accepts the offer of renewal on the terms provided.

EVENT OF SALE

In the event of a sale, loss of tenancy or change of ownership of any of the municipal facilities that the Contractor is providing janitorial services for, the Corporation has the right to terminate the portion of the tender price for janitorial services for that particular facility.

SERVICES – TOWNSHIP ADMINISTRATION OFFICE

- The following cleaning services shall be provided by the Contractor at the Administration Office and Council Chambers located at **429 Park Lane**, in the manner, frequency and times indicated. Upon acceptance of the tender, a proposed cleaning schedule shall be prepared by the Contractor for review and approval of the Corporation and attached to form part of the agreement.

- The Contractor shall **on a daily basis, Monday to Friday, to a maximum of 8 hours per week** clean in a satisfactory manner the administration offices, lunchroom, washrooms, basement areas, Council Chambers, main entrance/foyer, stairways, and rest areas. This will include, without limit to,
 - i) the cleaning and polishing of all desks, tables, machines, cabinets, telephones, counter surfaces;
 - ii) daily emptying of waste baskets and disposal of waste;
 - iii) daily washing of all coffee pots, glassware;
 - iv) daily cleaning and disinfecting of all washrooms and kitchen areas;
 - v) daily sweeping and/or washing of all floor surfaces with the exception of the carpeted areas which must be vacuumed a minimum of twice weekly and spot cleaned as required;
 - vi) the cleaning of all glass in the front entrances, interior windows, doors, walls, hardware, blinds **as required**.

SERVICES – PUBLIC WORKS OFFICE

- The Contractor shall **once a week, for a maximum of 2 hours**, clean in a satisfactory manner the premises at **1115 Vimy Ridge Road** the office floor and the washrooms. This will include, without limit to,
 - i) the cleaning and polishing of all desks, tables, machines, cabinets, telephones, counter surfaces located in the manager's office;
 - ii) cleaning and disinfecting the washrooms (main floor and second floor);
 - iii) sweeping, washing of office and washroom floor surfaces as required;
- All such janitorial services shall be provided at a time convenient and as mutually agreed upon by the Contractor and Corporation **once a week**.

SERVICES - MATHESON FIRE HALL

- The Contractor shall **bi-weekly (once every two weeks), for a maximum of 3 hours**, clean in a satisfactory manner the premises at **422 Sixth Avenue** the main (upstairs) floor only and includes the offices, meeting area, kitchen, washrooms, stairways, and rest areas. This will include, without limit to,
 - i) the cleaning and polishing of all desks, tables, machines, cabinets, telephones, counter surfaces;
 - ii) washing of all coffee pots, glassware;

- iv) cleaning and disinfecting of all washrooms (main floor) and kitchen areas;
 - v) the cleaning of interior windows, doors, walls, hardware, blinds **as required**;
 - vi) sweeping, washing, of all floor surfaces with the exception of carpeted areas which must be vacuumed and spot cleaned **as required**;
- All such janitorial services shall be provided at a time convenient and as mutually agreed upon by the Contractor and Corporation **bi-weekly (once every two weeks)**.

SERVICES – THELMA MILES MUSEUM

- The Contractor shall **once a week, for a maximum of 2 hours**, during July and August, clean in a satisfactory manner the following areas at the premises at 374 Hough Road: office, display room, washroom, entrance and stairway areas. This will include, without limit to,
 - i) the cleaning and polishing of all desks, tables, machines, cabinets, telephones and counter surfaces **but excludes all artifacts**;
 - ii) the sweeping, washing of all floor surfaces with the exception of carpeted areas which must be vacuumed and spot cleaned where necessary or when requested;
 - iii) the complete cleaning and disinfecting of all washrooms;
- All such janitorial services shall be provided at a time convenient and as mutually agreed upon by the Contractor and Corporation **once a week**.

SPRING CLEANING

Once a year, in the spring or fall, the Contractor will meet with the Corporation to discuss the cleaning of the Administration offices including Council Chambers. The Contractor agrees to, but is not limited to, wash all windows (interior and exterior), shampoo/clean carpets, strip/wax floors, clean all ceiling/wall fixtures, washing of doors, walls, hardware, blinds to be completed on a convenient date mutually agreed to.

BUILDING SECURITY

It shall be the duty of the contractor to carry out building security after normal closing hours, namely:

- a) The locking of all doors.
- b) The closing of all storage vault doors (if applicable).
- c) The closing and locking of all windows.
- d) The switching off of lights except required night lights.
- e) The checking of all water taps, drains and toilets to assure that there are no leaks or visual problems and to report same immediately if the situation warrants immediate attention.

Upon acceptance of the tender, the Contractor shall supply the name(s) of those employee(s) who will be entering municipal property to perform the duties of the contract along with a copy of this persons criminal background check. This list shall form part of the agreement. No person who has not previously received municipality approval shall enter municipal property.

STORAGE

All supplies and equipment belonging to the Corporation required for janitorial services shall be stored in the storage room provided.

SUPPLIES AND EQUIPMENT

The Corporation shall supply all janitorial supplies and equipment to perform all duties under this contract unless otherwise agreed to.

OMISSIONS (Minor)

Any items pertaining to cleaning service omitted in specifications shall not excuse the Contractor from carrying out same in the regular manner of said service, without revision to contract.

CONSIDERATION

The Corporation shall pay to the Contractor for services performed the sum of:

- Township Administration Office - \$_____ per hour
- Public Works Office - \$_____ per hour
- Matheson Fire Hall - \$_____ per hour
- Thelma Miles Museum - \$_____ per hour
- Spring Cleaning - \$_____ per hour
- Other Incidental - \$_____ per hour

(including all applicable taxes and costs associated with this contract). The Contractor specifically acknowledges and agrees that the Corporation will provide and supply all garbage bags, toilet paper and paper towels. Also the Corporation will provide and supply additional equipment and cleaning supplies.

LIABILITY AND INDEMNITY

1. The Contractor shall, within ten (10) days of executing this Agreement, provide the Corporation with proof of liability insurance subject to a minimal limit of **Two Million (\$2,000,000) Dollars** per occurrence.
2. The Contractor shall protect itself from and against all claims which might arise from the provision of its services by itself or by any other employee or agent, for bodily injury including personal injury, death, property damages caused and for this purpose shall maintain comprehensive liability insurance referred to above.
4. The Contractor agrees that the Corporation shall not be liable for any injury or damage (including death) to any person or any employee or agent of the Contractor or in a manner based upon, occasioned by or in any way attributed to the provision of services by the Contractor in any of the premises provided for herein unless the injury, loss or damages was caused by the negligence of the Corporation or any officer or employee of the Corporation.
5. Contractor agrees that it shall at all times indemnify and save harmless the Corporation, its officers employees and agents from and against all claims, demands, losses, cause, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or attributable to anything done by the Contractor, its employees or agents in connection with the provision of service on the premises provided for herein, purportedly performed or required to be performed by the Contractor under this Agreement.
6. The Certificate of Insurance referred to above shall include a provision requiring the insurer to give prior notice to the Corporation in the manner set forth in the policy conditions in the event the policy is changed or cancelled.

WSIB

7. The Contractor shall supply the municipality with a WSIB Clearance Certificate prior to the award of the Contract and any time during the contract.

RENEWAL

8. The parties hereto agree that the Corporation may, at its complete discretion, enter into an additional renewal agreement, for a further term as agreed to by the parties, and upon the same terms and conditions as contained herein.

NO ASSIGNMENT

9. The Contractor may not assign this Agreement without the express consent of the Corporation which consent may be withheld and arbitrarily refused by the Corporation of the Township of Black River - Matheson at its sole and uncontrolled discretion.

All work must be carried out to the satisfaction of the Corporation.

CONFIDENTIALITY

10. The Contractor acknowledges that any information whatsoever of which the Contractor may become aware during the course of this contract with the Township shall be held by the contractor in strictest confidence and shall not be released without the prior written approval of the Council of the Township.

GENERAL

11. This agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns, subject to the restriction on assignment as provided for its paragraph 10 above.

IN WITNESS WHEREAS the parties have hereunto affixed their seals, attested by the hand of the officers, duly authorized in that behalf on the day and year first above written

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF
in the presence of)	THE TOWNSHIP OF
)	BLACK RIVER-MATHESON
)	
)	
_____)	_____
CONTRACTOR)	MAYOR
)	
)	
_____)	_____
WITNESS)	CLERK
)	