

MUNICIPALITY OF THE DISTRICT OF BARRINGTON
2020 to 2022 Municipal Janitorial Services



Contract Specifications

Tender No. MODB1907

Issued: November 2019

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Part 1 – Information to Tenderer

The Municipality of the District of Barrington (“Municipality”) invites tenders to provide janitorial services for a three-year period at various municipal buildings located throughout the municipality.

Part 2 – Tender Submission

2.1 Tender Closing and Delivery

- i. Tenders will be received up to 2:00 p.m., local time, Thursday, November 28, 2019 in a sealed opaque envelope plainly marked "Tender No. MODB1907 – 2020 to 2022 Municipal Janitorial Services."
- ii. If delivered by mail address to: Municipality of the District of Barrington, Attn: Chris Frotten, Chief Administrative Officer, 2447 Highway 3, P.O. Box 100, Barrington, Nova Scotia, B0W 1E0.
- iii. If delivered by hand, deliver to Administration front desk, Municipal Administrative Centre at 2447 Highway 3, Barrington, Nova Scotia.
- iv. Tenders will be opened on Thursday, November 28, 2019 in the Conference Room of the Municipality, immediately following the Tender closing. Opening will be public.
- v. Late tenders shall be returned unopened.
- vi. All tenders shall be and remain irrevocable unless withdrawn prior to the designated closing time.
- vii. Provide Tender Security in the amount of \$1,000 in the form of a Certified Cheque or Money Order payable to the Municipality. Tender Security for the successful Tenderer will be held for the duration of the contract as Contract Security. Tender Security for unsuccessful Tenderers will be returned within 15 days of date of Award.

2.2 Clarification and Addenda

- i. All questions concerning this Tender shall be directed to Chris Frotten, Chief Administrative Officer (902) 637-2015. Any attempt by the Tenderer or any of its employees, agents, contractors, or representatives to contact members of Municipal Council or Municipal staff not identified in this clause may lead to disqualification.
- ii. Notify CAO not less than 3 working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If CAO considers that correction, explanation or interpretation is necessary; a written addendum will be posted on the Nova Scotia procurement website no later than 48 hours before Tender Closing. The Municipality will not maintain a tender takers' list; prospective tenderers shall be responsible to review the website for any addenda that have been issued.
- iii. All addenda will form part of the Contract Documents.
- iv. Any changes to this tender shall be stated in writing by Addenda. Verbal statements made by Municipal staff or their representatives shall not be binding.
- v. Confirm in Tender Form that all addenda have been received.

2.3 Tender Form

- i. Part 1 – Information to Tenderers through Part 5 – Specifications inclusive form part of the Tender.

- ii. Part 6 – Form of Agreement is attached for information purposes only.
- iii. Tenderers shall complete Part 4 – Tender Form provided in ink or electronically.
- iv. Tenderers shall submit all supporting information required to satisfy Part 3 – Tender Evaluation and Acceptance. At a minimum, Tenderers shall submit the following information so the Municipality may evaluate the suitability of the Tender:
 - Company/individual profile including number of years company has been in business, similar work being done at present or in the recent past, number of full-time employees, how long each employee has been with the company;
 - Information about the on-site supervisor the Tenderer proposes to use to provide quality assurance and supervision (number of years doing supervision of this type of work, number of years with this company, any other pertinent information about this person’s qualifications);
 - A minimum of two references from companies or individuals for whom cleaning maintenance services are presently being performed or have been performed in the last three years; and
 - Any other relevant information.
- v. Tenderers shall fill in all blanks and have corrections initialled by person signing Tender. Non-compliant or incomplete tender forms may be rejected at the sole discretion of the Municipality.

2.4 Tender price

- i. Price shall be in Canadian dollars and include all materials, labor, freight, incidentals, duty and all applicable taxes, rates and charges in force at the time of award for the work as outlined in Part 5 – Service Specifications.

2.5 Notices

- i. By submitting a Tender, the tenderer agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Tender the tenderer considers “personal information” or “confidential information” of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.

2.6 Amendment or Withdrawal of Tender

- i. Tenders may only be amended or withdrawn by using the same method as tender submission prior to the time of Tender Closing. E-mail and fax amendments or withdrawals shall not be accepted.
- ii. Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- iii. Head amendment or withdrawal as follows:
“(Amendment)/(Withdrawal) of Tender for 2020 to 2022 Municipal Janitorial Services, Tender No. MODB1907.” Sign as required for Tender and submit at address given for receipt of Tenders prior to time of Tender Closing. All submissions must be received prior to Tender Closing.

Part 3 – Tender Evaluation and Acceptance

3.1 Tender Evaluation Criteria

- i. Tenders shall be evaluated based on the following 100-point (maximum) system:

Category	Points
Experience servicing institutional buildings of similar size	20
Qualifications and experience of onsite supervisor	15
References	15
Price	50

- ii. Notwithstanding 3.1(i) above, Tenderers must submit the following documents with their Tenders to be considered:
- Tenderer's current valid clearance letter issued by the Worker's Compensation Board of Nova Scotia.
 - Proof of comprehensive general liability insurance with a minimum value of \$2,000,000.
 - Tender Security in the amount of \$1,000 in the form of a Certified Check or Money Order payable to the Municipality.
- iii. The Municipality shall be the sole judge of the acceptability of all submissions received with the tender to comply with 3.1(i) and (ii).
- iv. Municipal Staff will evaluate and score all tenders received as per the criteria set in 3.1 (i).

3.2 Privilege Clause

- i. The Municipality does not bind itself to accept any tender but may accept any tender, in whole or in part, or discuss with any tenderer different or additional terms to those described in the tender. The Municipality may:
- cancel the tender at any time;
 - reject any or all tenders;
 - accept any tender;
 - if only tender is received, choose to accept or reject it;
 - choose not to accept the lowest tendered price;
 - reject any tenders that, in its sole discretion, are not in its best interest to accept; and
 - alter the schedule, tender process or any other aspect of the tender as it may determine in its sole and absolute discretion.
- ii. If the Municipality elects to reject all tenders it may, in its sole discretion and in addition to any other recourse it may choose, call for additional tenders or re-tender all or part of the work, all without incurring any liability and no proponent will have any claim against the Municipality as a consequence.
- iii. The Municipality reserves the right to waive any formality, informality, technicality or non-compliance in any tender.
- iv. In evaluating tenders, the Municipality reserves the right to consider, among other things, the greatest value for money based on quality, service, price, experience and local

preference. The Municipality reserves the exclusive right to determine the qualitative aspects of all tenders relative to evaluation criteria and to rely on any evaluation criteria which, in its sole discretion, it considers to be in its best interest.

- v. The Municipality is not liable for any costs associated with responding to the tender.
- vi. The tenderer, in submitting a tender response, has accepted the privileges and reservations of rights set out herein and agrees to be bound by same.

Part 4 – Tender Form

1. SALUTATION:

- a. To: Chris Frotten
Municipality of the District of Barrington (the “Municipality”)
2447 Highway 3, P.O. Box 100
Barrington, Nova Scotia B0W 1E0
- b. For: 2020 to 2022 Municipal Janitorial Services
Tender No. MODB1907
- c. From: _____ (the “Tenderer”)

2. TENDERER DECLARES:

- a. That this tender was made without collusion or fraud.
- b. That the proposed work was carefully examined.
- c. That the Tenderer is familiar with local conditions, including labour conditions.
- d. That Part 1 – Information to Tenderers through Part 6 – Form of Agreement inclusive and Addenda No. ___ to ___ inclusive were carefully examined.
- e. That all the above were taken into consideration in preparation of this Tender.
- f. That award of this contract will be influenced by the total evaluation score of the criteria set in 3.1 (i) of the Tender.

3. TENDERER AGREES:

- a. To enter into a contract with the Municipality to perform the services as described and specified herein for the prices stated in Subsection 4 hereunder, Schedule of Quantities.
- b. The Tenderer shall submit a detailed breakdown of tender prices within 24 hours, if requested.
- c. That this Tender is valid for acceptance for 60 days from the time of Tender Closing.
- d. That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with the conditions specified herein.
- e. Part 1 – Information to Tenderers through Part 6 – Form of Agreement inclusive form part of the Tender.
- f. To execute in duplicate the Agreement and forward same together with the specified insurance documents to the Municipality within 14 days of written notice of award.
- g. That failure to enter into a formal contract and provide specified insurance documents within time required will constitute grounds for forfeiture of Tender Security.
- h. That if Tender Security is forfeited, the Municipality will retain difference in money between amount of Tender and amount for which the Municipality legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.

4. SCHEDULE OF QUANTITIES

- a. Janitorial Services

Year	ITEM DESCRIPTION	SUBTOTAL (no HST)	HST (15%)	TOTAL PRICE
Administrative Centre				
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
Library/CED Centre				
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
Sherose Island Recreation Centre Building				
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
Sandy Wickens Memorial Arena				
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
Visitor Information Centre (VIC)				
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
Tenderer's HST Registration Number				

5. SIGNATURE*:

DATED THIS _____ DAY OF _____, 20_____.

Name of Tenderer

Witness

Signature of Signing Officer

Name and Title (Print)

Witness

Signature of Signing Officer

Name and Title (Print)

Address

Telephone No.

Fax No.

***NOTE:** Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

Part 5 – Service Specifications

5.1 General

- i. The following specifications are a guide for the cleaning maintenance for the following municipal properties:
 - Administrative Centre
 - Library/CED Centre
 - Sherose Island Recreation Centre Building
 - Sandy Wickens Memorial Arena
 - Visitor Information Centre (VIC)
- ii. The areas to be cleaned include sensitive areas. Therefore, all cleaning personnel performing duties as specified must be bondable.
- iii. All cleaning personnel shall be clearly identifiable via nametags showing the employee's name and company name and to be dressed in clean, neat and practical working clothes. Sobriety on the job and politeness are essential. Staff must become familiar with the fire-fighting equipment and with emergency contact numbers. Smoking will not be permitted in any building.
- iv. Cleaning Staff are not to allow any unauthorized people into the buildings after hours.
- v. The time allotted to perform the cleaning maintenance is between 4:00 p.m. and 10:00 p.m. Staff are to lock all doors when exiting the buildings at the end of their shift.
- vi. The successful contractor shall supply its own equipment, such as vacuum cleaners, floor machines, cleaning cloths, etc. All equipment must be safe to operate, be of acceptable appearance and in good working order at all times.
- vii. All cleaning solvents, floor finishes, washroom supplies (paper towels, tissue, etc.) will be supplied by the Contractor.

5.2 Entrances and All Lobbies

- i. Nightly Service:
 - tile floors to be dry and damp mopped with detergent and refinished as required by sign of wear
 - door glass to be cleaned (both sides), metal doorframes to be wiped clean, this includes exterior doors
 - horizontal surfaces (within reach of average person) to be dusted
 - carpets and catch-mats to be vacuumed and cleaned as required
 - empty waste containers
 - clean debris in front of outside doors to a maximum of six (6) feet (butts, cans, cups, paper, etc.)

5.3 Corridors

- i. Nightly Service:
 - floors to be dry and damp mopped with detergent
 - all horizontal ledges (within reach) to be dusted
 - waste receptacles to be emptied and waste removed to a designated area
 - carpet runners to be vacuumed and stains removed

ii. Periodic Service:

- floors to be machine-scrubbed as required
- floors to be stripped and finished as required

5.4 Washrooms

i. Nightly Service:

- floors to be swept and washed with germicidal cleaner
- mirrors, counter tops, faucets, etc. to be cleaned and polished
- basins, bowls (including undersides) to be washed and sanitized
- toilet seats (including undersides) to be washed and sanitized
- tops of partitions and other ledges to be dusted
- paper towels and sanitary disposal receptacles to be emptied and cleaned
- wastepaper and refuse to be removed to a designated place
- all toilet supplies to be replenished - material will be supplied by the Municipality
- partitions to be washed and sanitized
- organic material to be emptied in outside container daily and transferred to curb bi-weekly

ii. Periodic Service:

- partitions and tile walls to be washed once a month
- floors to be machine-scrubbed as required
- vacuum and clean both the supply and return ceiling vents as required
- floors to be waxed as required

5.5 Offices, Conference Room, Multipurpose Room, Meeting Rooms and Lunchroom

i. Nightly Service:

- floors (carpet and hard) to be vacuumed and stains removed
- paper waste to be removed if necessary
- standard office waste receptacles to be emptied and damp-wiped
- horizontal surfaces of furniture, fixtures, business equipment to be dusted
- Lunchroom tables and chairs to be damp wiped
- Lunchroom microwave to be cleaned
- Lunchroom countertops, sinks and faucets to be washed with germicidal cleaner
- Lunchroom dishes to be cleaned and stored

***Note: Desktops should not be cleaned under any circumstances. These areas are private and confidential to each employee and any sign of intrusion will have severe penalties to the contractor.**

ii. Periodic Service:

- vertical surfaces; i.e. sides of desks, chairs, tables, filing cabinets to be dusted once a week
- wall hangings, tops of doors, etc. to be dusted once a week
- window ledges and baseboards damp-wiped once a week
- all carpets – under and behind furniture to be completely vacuumed monthly with all dirt spots, smudges and stains removed

- hard floors to be washed monthly with germicidal cleaner
- Lunchroom fridge to be cleaned monthly
- all window curtains/coverings to be vacuumed monthly
- all interior windows to be cleaned monthly
- tile floors to be stripped and refinished as required
- light fixture coverings to be washed as required

***Note: Some areas, such as the Conference Room and Multipurpose Room may not be accessible for nightly service due to the scheduled use; however, these areas are to be serviced the following day before 8:00 am.**

5.6 Windows

- i. The inside of all windows are to be cleaned as required.
- ii. All exterior windows are to be cleaned as required.

5.7 Carpets – all areas

- i. All carpets are to be deep cleaned and shampooed once a year.
- ii. All carpets are to be vacuumed with rotary brush units.

5.8 Exterior doors

- i. All exterior doors of the municipal administrative centre are locked at 4:30 p.m. daily. A final check is to be made by the janitorial staff walking the perimeter of the buildings at the end of each shift, unless there are still users present in the building.

5.9 Night cleaning

- i. Monday through Friday, weekends and holidays excluded. In some rare occasions, cleaning may be required on weekends and holidays but should be approved by the CAO beforehand.

5.10 Monthly meetings

- i. Janitorial staff are to attend meetings as required to review and/or address any matters pertaining to cleaning of the building.

Part 6 – Form of Agreement

This Agreement made on the _____ day of _____ in the year _____ .

BY AND BETWEEN

MUNICIPALITY OF THE DISTRICT OF BARRINGTON, a body corporate pursuant to the provisions of the Municipal Act of Nova Scotia, having its head offices at Barrington, in the County of Shelburne and Province of Nova Scotia;

(herein called the "Municipality")

and _____

(herein called the "Contractor")

THIS AGREEMENT WITNESSETH that in consideration of the following provisions and the payment for same, the parties hereby agree as follows:

1. The Contractor shall perform all cleaning and janitorial services in relation to the various municipal property listed in Part 5.1.
2. The following is an exact list of the Contract Documents referred to in this Agreement. This list is subject to subsequent amendments in accordance with the provision of the Contract Documents.
 - 2.1. Tender Documents (Parts 1 through 6 inclusive)
 - 2.2. Form of Agreement
 - 2.3. Addenda _____ to _____.
3. Payment of work performed shall be as per Part 4 – Tender Form. The Municipality shall pay the Contractor in Canadian funds for the performance of the Contract. The Contractor shall provide a monthly invoice to the Municipality which shall, in turn, make payments on the last day of each month of completed work on account to the Contractor for the work performed.
4. The term of this agreement shall be for three (3) years commencing on the first day of January 2020 and terminating on the 31st day of December 2022.
5. The Municipality will be under no obligation to renew, extend, or renegotiate the terms of this Agreement following its termination or expiration.
6. The Municipality may, at its option upon the CAO/Council's approval, extend the term of this Agreement one time to end no later than December 31st, 2024. The Municipality shall provide the Contractor written notification of extending the term of the Agreement under this article at least 30 days prior to the end of the term.
7. The Contractor shall provide all necessary equipment and shall perform all work in accordance with the Contract Documents, which describes the scope of the work to be performed.

8. The Contractor shall arrange for and carry Liability Insurance in relation to all work performed hereunder with the Municipality listed as an Additional Insured and shall carry a Comprehensive Dishonesty Bond, both of which shall be endorsed to provide payment to the Municipality in the amounts set out in the Contract Documents. The Contractor shall provide a copy of this coverage to the Municipality on an annual basis.
9. The Contractor shall do all things necessary to keep in good standing with the Workers' Compensation Board of Nova Scotia ("WCBNS"), and shall provide within 24 hours, if requested by the Municipality, a copy of current valid clearance letter, issued by the WCBNS.
10. All cleaning personnel engaged by the Contractor shall dress cleanly and neatly and in practical working clothes with proper identification, including a name tag. It is agreed between the parties that sobriety and politeness on the job on the part of the Contractor and its employees are essential to the proper performance of this contract by the Contractor.
11. All cleaning personal engaged by the Contractor shall provide a RCMP Criminal Record Check and Vulnerable Sector Check and a Department of Community Services Child Abuse Registry Check.
12. The Contractor and its cleaning personnel shall at all times be familiar with the fire-fighting equipment in all locations and be familiar with local fire department and emergency contact numbers to be used in cases of emergency.
13. The time allotted to perform the cleaning and janitorial services shall be between the hours of 4:00 p.m. and 10:00 p.m. Monday to Friday of each week. If the Contractor desires to have access to the building(s) at any other time, it shall make arrangements with the Municipality's CAO.
14. While its cleaning personnel are present in the buildings, the Contractor shall be responsible for prohibiting access by the public to the building(s) after working hours and for opening and closing entrance doors for after-hours meetings. The Contractor shall also be responsible for securely locking the premises once its cleaning personnel have left the buildings, unless there are still users present in the building at the end of their shift.
15. Because the parties recognize that proper cleaning services are a matter of public health and occupational health and safety for those working in the building, it is agreed that this contract may be terminated by the Municipality at any time should the Municipality's CAO deem, in their sole and absolute discretion, that the Contractor's performance under this contract is unsatisfactory. Provided however, that the Municipality may not terminate this agreement for unsatisfactory performance unless it has first notified the Contractor of the area(s) in which its performance is unsatisfactory and has provided the Contractor with an opportunity to improve its performance. The form and contents of any such notice and the length of time the Contractor has to improve its performance before termination shall be determined by the Municipality's CAO in their sole and absolute discretion.
16. Should the Municipality elect to terminate this contract for unsatisfactory performance by the Contractor, it shall provide the Contractor with seven (7) days' notice of termination in writing. Any

such notice is effective if delivered personally to the Contractor or any of its employees or posted by Registered Mail to the Contractor at the address provided above.

17. The Contractor's Tender Security submitted with the tender, in the amount of one Thousand Dollars (\$1,000.00) and payable to the Municipality, shall be held for the duration of the contract as Contract Security. Contract Security may be used by the Municipality in case of termination of this agreement, to cover the costs of advertising for new tenders and hiring interim workers to carry out the terms of this agreement until a new cleaning services agreement is in place. Any balance of the one Thousand Dollars (\$1,000.00) remaining shall be returned to the Contractor.
18. Waiver by the Municipality of any provisions of this agreement in any instance shall not constitute waiver as to any other instance and any such waiver shall be in writing.
19. This agreement contains the entire agreement between the parties and no change or modification of this agreement shall be valid unless it be in writing and signed by each party.
20. This agreement is not assignable by the Contractor without the prior written consent of the Municipality. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.
21. The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.
22. No action or failure to act by the Municipality or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
23. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand, or by registered post; or if sent by regular post, to have been delivered within five (5) working days of the date of the mailing when addressed as follows:

23.1. The Owner at: Municipality of the District of Barrington
2447 Highway 3, Barrington, NS

23.2. The Contractor at: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their duly authorized representatives.

SIGNED, SEALED AND DELIVERED

In the Presence of:

OWNER (SEAL)

Name of Owner

Signature

Name and Title of person Signing

WITNESS

Signature

Name and Title of Person

Signature

Signing Name and Title of Person Signing

CONTRACTOR (SEAL)

Name of Contractor

Signature

Name and Title of person Signing

WITNESS

Signature

Name and Title of Person

Signature

Signing Name and Title of Person Signing