

REQUEST FOR TENDER

TENDER: **Badlands Community Facility Janitorial Services**

DATE: **October 2, 2020**

FROM: **Reg Bennett, Technical Services Manager**

Town of Drumheller Representative

DATE TENDER REQUIRED:

YEAR: 2020 MONTH: October DAY: 20 TIME: 2:00 pm Local Time

Submit Tender in a clearly marked and sealed envelope to the attention of:

Purchasing Department
Town of Drumheller
224 Centre Street
Drumheller, Alberta T0J 0Y4

“RFT - Badlands Community Facility Janitorial Services”

Your firm is invited to submit a Tender, pursuant to the general conditions for the scope of work as described. This Tender shall not be considered authorization to proceed with work herein described.

All Procurement processes to be in compliance with the Town of Drumheller Purchasing Policy C-02-17.

SECTION #1

INITIATOR OF REQUEST:

Reg Bennett, Technical Services Manager

DATE: YEAR:

2020

MONTH:

October

DAY:

2

A. Overview:

The Town of Drumheller is requesting Tenders for Janitorial Services at the Badlands Community Facility located at #80 Veteran's Way.

Attached are floor plans showing a breakdown of facility spaces by usage. Interested contractors are encouraged to attend a **Mandatory Walk Through of the facility on Wednesday, October 8, 2020, at 10:00 am Local Time.**

The Contractor is to carry out and complete all its work to the specifications and satisfaction of the Town of Drumheller and according to generally accepted high standards of competency in the field of endeavour carried on by it or others who provided equivalent services.

The Contractor undertakes and agrees to furnish all personnel, labour, cleaning materials (please inform the Town of Drumheller of materials used and WHMIS particulars), supplies, equipment, tools, implements and transportation (unless otherwise expressly stated in this agreement) together with all work incidental thereto, necessary or required to perform all services.

Note that the Contractor must be prepared to purchase and stock all paper products, hand cleaners, and refuse bags that are compatible with what exists in the facility. The Contractor is solely responsible for informing itself as to, and shall bear all costs arising as a result of, any and all conditions and circumstances that may relate to or have impact on the proper carrying out and completion of this agreement.

The Contractor shall (unless otherwise expressly stated in this agreement) be responsible for obtaining, at its own cost and expense, any permits, approvals and licenses required for the performance of the services. Note the Contractor staff security clearance must be kept up to date including new staff as they are added throughout the duration of the contract. Proof of such clearance is at the Contractor's expense and must be on file with the Town of Drumheller prior to commencement of the contract.

The Contractor agrees that it shall not assign this agreement, or subcontract any of the work on the services without the prior written approval of the Town of Drumheller and any assignment or subcontract made without that consent shall be of no effect.

Service is expected to be delivered on a daily basis throughout the term of the contract. The actual cleaning hours will be negotiated with the successful bidder to best accommodate programming, staffing, and continual building hygiene.

B. Insurance:

The Contractor shall, at its own expense and without limiting its liabilities herein, provide and maintain the following insurance coverage:

- a) General Liability in an amount not less than \$5,000,000 per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
- b) The Town of Drumheller and its properties will be listed as additional insured.

The Contractor shall have the required insurance in full force and in effect prior to the execution of this agreement. The Contractor shall provide the Town of Drumheller with evidence satisfactory to the Town of Drumheller of all required insurance prior to the commencement of the work in the form of a Certificate of Insurance. On request, the Contractor shall promptly provide the Town of Drumheller with a certified true copy of each policy. All such insurance policies shall state that the coverage provided

shall not be materially changed or cancelled until thirty (30) days after written notice of any such change or cancellation has been given to the Town of Drumheller.

The Contractor acknowledges that these are the minimum insurance requirements that have been established by the Town of Drumheller. No representation or warranty of any kind is made by the Town of Drumheller as to the completeness or suitability of this insurance and the Contractor shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements, and to cover its obligations under this agreement.

The Contractor shall require and ensure that each subcontractor provide evidence of comparable insurance and shall provide evidence of same to the Town of Drumheller upon request.

C. Term and Termination:

The Contractor shall commence performance of the services on February 1, 2021 and shall complete the performance of services on or about February 1, 2024.

The term of this Agreement may be extended for a period of two (2) years should the parties mutually agree before October 31, 2023. Upon a mutual Agreement to extend the Contract, the unit prices for February 1, 2024 to January 31, 2026 shall be based on the 2023 rates with adjustments made according to the Alberta Consumer Price Index (annual calendar method from previous year).

The Town of Drumheller may terminate this agreement at any time without notice to the Contractor if:

- a) The Town of Drumheller, in its sole discretion, is at any time not satisfied with the conduct or performance of the services;
- b) The Contractor breaches any term, condition or provision of the agreement, whether such term, condition or provision is major or minor or otherwise, and regardless of the significance or degree of such breach;

- c) The Contractor engages in any business, enterprise or undertaking that interferes with its ability to perform the services under this agreement; or
- d) The Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver of any type is appointed on account of the Contractor's insolvency, or if in the opinion of the Town of Drumheller the Contractor appears to be insolvent.

Upon or after such termination the Town of Drumheller:

- a) shall be entitled to realize and call upon the guarantee and security in such amount or amounts as the Town of Drumheller deems appropriate, in the manner appropriate to the form of guarantee and security;
- b) may seek compensation for such additional damages as the Town of Drumheller establishes;
- c) shall be discharged from and have no further obligations under this agreement; and
- d) shall not be deemed or considered to have released the Contractor from any provisions of this agreement which expressly or by necessary implication survive termination of this agreement.

The rights, remedies and privileges in this agreement given to the Town of Drumheller:

- a) are cumulative and any one or more may be exercised;
- b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this agreement; and
- c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this agreement.

The Town of Drumheller may without cause terminate this agreement upon seven days' notice in writing to the Contractor and where the Town of Drumheller gives notice under this clause.

- a) All work completed up to and including the effective date of the termination becomes the property of the Town of Drumheller;
- b) The Town of Drumheller shall only be obliged to pay the Contractor for

the value of the services rendered by the Contractor up to the effective date of the termination, such value to be determined using the rates provided herein, and the Town of Drumheller shall have no further obligation or liability to the Contractor.

D. Payment:

Payment of amounts that become payable to the Contractor under this agreement shall, in any event, be subject to:

- a) The Contractor submitting a satisfactory invoice together with such time sheet summaries and other supporting documentation as the Town of Drumheller requests;
- b) The Town of Drumheller may withhold any amount that it deems appropriate until is satisfied that the Contractor has satisfactorily performed the services and complied with the obligations of this agreement; and
- c) The Town of Drumheller may retain up to a 20% holdback until the later of forty-five (45) days following satisfactory completion of the services, and the Contractor providing, a statutory declaration or other evidence satisfactory to and in a form required by the Town of Drumheller certifying that all debts, claims or liabilities for labour, equipment, materials, services, insurance, Workers' Compensation Board contributions and other obligations arising from or related to the performance of the services have been paid in full.

Release of the holdback or any part thereof or the making of any payment by the Town of Drumheller shall not be construed as an acknowledgement or admission by the Town of Drumheller that no default or deficiency exists in the Contractor's performance or delivery of the services or goods to be delivered pursuant hereto, and shall not prevent the Town of Drumheller from later claiming for any default or deficiency.

If in the opinion of the Town of Drumheller, the Contractor:

- a) fails to perform the services in accordance with the terms and conditions of this agreement, or
- b) fails to complete the services or to supply any materials required under this agreement on or before the work completion date prescribed in

this agreement, the Town of Drumheller shall, in addition to any sum withheld pursuant to any holdback provisions, be entitled to withhold all or any of the monies remaining to be paid under this agreement and to enforce and realize upon any guarantee and security for performance.

The Contractor shall, at its own expense and without recourse against the Town of Drumheller, bear, pay and be responsible for any and all taxes, excise and charges of a like nature that may be imposed on the sale, transfer or provision to the Town of Drumheller of the services or on any goods used or provided in the connection with or as part of the services.

E. Performance Guarantee:

The Contractor shall at its own expense provide an irrevocable letter of credit in a form and with carriers satisfactory to the Town of Drumheller in the amount of one month's service as a guarantee and security for the due and faithful performance of the agreement by the Contractor and to protect the Town of Drumheller against any loss or damage arising by reason of acts and omissions of the Contractor. The Town of Drumheller shall not pay interest on any such guarantee and security.

Any letter of credit accompanying the bid or tender submitted by the Contractor in this matter may be held and applied by the Town of Drumheller as further guarantee and security for the due performance of the agreement by the Contractor.

Any letter of credit shall name as obligee or beneficiary the Town of Drumheller and must be issued by a chartered bank, the Province of Alberta Treasury Branch, or a credit union. The letter of credit shall, in any event, be irrevocable, unconditional and be in a form, content and effective term satisfactory to the Town of Drumheller.

In addition to and without restricting the rights of the Town of Drumheller given elsewhere in this agreement, it is expressly agreed that upon any default or failure of the Contractor to faithfully perform this agreement, the Town of Drumheller shall be entitled to realize, enforce, and call upon the guarantee and security in such amount or amounts as the Town of

Drumheller deems appropriate, in the manner appropriate to the form of guarantee and security, and such amount shall be forfeit to the Town of Drumheller. Such realization shall be in addition to any other remedies to the Town of Drumheller.

F. Statutory Compliance and Occupational Health and Safety:

The Contractor shall comply with the provisions of:

- a) any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter;
- b) any bylaw or resolution of the Town of Drumheller;
- c) any applicable permits, licenses and approvals; and
- d) any legislation, rules, policies, and standards that expressly or by implication, apply to the Contractor in respect to this agreement and the provision of services.

The Contractor shall inform itself, and cause its employees to inform themselves, as to their respective legal responsibilities under the Occupational Health and Safety Act and regulations.

Where the Contractor enters into an agreement with another party or parties to perform work included in this agreement the Contractor acknowledges that it is a “prime contractor” and shall as a condition of this contract implement a system or process to ensure compliance with the Occupational Health and Safety Act and regulations by other Contractors and/or Employers present on the worksite. Prior to performance of the services in this agreement the Contractor shall submit to the Town of Drumheller a copy of a valid “Certificate of Recognition” or Occupational Health and Safety program outlining this system or process.

The Contractor shall maintain a valid account with the Workers’ Compensation Boards covering all workers involved with the contract, or shall provide the Town of Drumheller with documents verifying that the Workers’ Compensation Board has denied the Contractors’ application for an account. The Contractor shall provide evidence of standing with the Workers’ Compensation Board during the contract upon request by the Town of Drumheller.

The Contractor shall immediately report to the Town of Drumheller all work related accidents resulting in medical aid, disabling injury or fatality and serious occurrences (defined in section 13 (1.1) of the Occupational Health and Safety Act) as a result of any services provided under this contract. The Contractor shall further ensure that, where required by regulations, accidents shall be reported to the Workers' Compensation Board and to Alberta Human Resources and Employment.

Where the Town of Drumheller determines and notifies the Contractor that work does not comply with the Occupational Health and Safety Act and regulations, that work shall be suspended. That work shall not resume until corrective actions have been taken to the satisfaction of the Town of Drumheller. The Town of Drumheller shall consider a breach of the Occupational Health and Safety Act a breach of the contract.

G. Freedom of Information and Protection of Privacy:

The Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Contractor to the Town of Drumheller and to any information and records which are in the custody or under the control of the Town of Drumheller. The Contractor acknowledges that Part 2 of the *Freedom of Information and Protection of Privacy Act* applies to the Contractor during the currency of this agreement.

H. Insurance and Hold Harmless:

The Contractor shall, at its own expense and without limiting its liabilities herein, provide and maintain the insurance coverage detailed previously in Section B (General Liability in an amount not less than \$5,000,000).

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

SECTION #2

A. Scope of Work:

The following is a list of Daily, Weekly, Monthly, Semi-Yearly, and Yearly duties. This listing should not be misconstrued as a cleaning detail. The onus will remain with the Contractor to perform the work to the Town of Drumheller's satisfaction and according to "generally accepted high standards of competency by others who provide equivalent services".

Daily:

- vacuum any and all carpeted areas
- sweep and damp mop all other floor space (Note: sports floors have specific guidelines for care that must be adhered to – documentation for their care will be provided at the Mandatory Walk Through on October 8, 2020.)
- dust all applicable surfaces (The Town of Drumheller retains the final say in allocating specifics)
- clean desk, countertops, tables, and chairs in upper and lower lobby areas as well as meeting rooms
- clean all spots or fingerprints from glass, mirrors, furniture, window coverings, and other surfaces
- wash and disinfect all washrooms including the change rooms, lockers and showers
- clean water fountains, boot racks and storage cubicles
- replenish washroom tissue, soap, sanitizer and towels (where applicable) with sufficient quantities
- empty all waste baskets, disinfect and replace basket liners
- wipe down and disinfect all cardio and fitness equipment
- wash and disinfect the Youth Area
- burnt out lamps and bulbs should be identified to Town staff in a timely manner for repair or replacement
- the Contractor will be responsible for the removal of snow and ice during winter months:
 - o the entire front sidewalk, front and rear entrance, and all emergency exits (The expectation is that this work would be

performed prior to normal working hours, and as required ongoing throughout the day.)

- The Contractor will be responsible for the cleanup of any obvious litter around exterior entrances on a daily basis.

Weekly: (where identified fixture exists in the facility)

- wash, spray, buff and polish public lobbies, corridors and all office areas
- sweep and mop all storage areas, janitorial rooms and mechanical rooms
- clean interior glass as required, ladder accessible
- clean and disinfect toilet and shower partitions
- wash all stairs and landings
- dust all ledges, shelves, baseboards, and applicable areas

Monthly: (where identified fixture exists in the facility)

- carpets located in traffic areas should be cleaned of stains by proper extraction equipment
- wash, wax and polish floors, where applicable, as per the manufacturer's direction
- clean all interior glass, window and door frames, and heat deflectors or diffusers (accessible from floor level)
- clean/dust light fixtures that are ladder accessible
- clean/dust all window coverings (accessible from floor level)
- clean and vacuum all office furnishings
- provide report that these have been completed

Quarterly: (where identified fixture exists in the facility)

- wash the walking track ensuring no water marks are left behind
- replace urinal cartridges as required (Town supplied)
- wash banquet hall walls and baseboards of spills and marks
- clean out silver floor inserts at front entrance
- polish lobby and fitness stair flooring
- provide report that these have been completed

Bi-annually: (where identified fixture exists in the facility)

- clean all windows, interior and exterior
- steam clean all carpets and banquet hall stair
- provide report that these have been completed

Yearly: (where identified fixture exists in the facility)

- strip, reseal and apply floor finish, as per the manufacturer's recommendation, to applicable areas
- clean all light fixtures, interior and exterior
- complete high-end dusting above field house and walking track
- provide report that these have been completed

SECTION #3

A. Pricing:

All Tenders must be in Canadian Funds excluding GST.

Total cost \$ _____

Quotation submission price in effect for **90** days from date of acceptance from the Town of Drumheller.

B. Tender Ineligibility:

All pages of this Request for Tender must accompany your Tender. Tenders that are unsigned, incomplete, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may be considered invalid.

The lowest, or any evaluated Tender may not necessarily be accepted. The Town of Drumheller reserves the right to reject any or all Tenders or to accept the Tender evaluated to be in the best interest of the Town of Drumheller.

C. Evaluation Criteria:

Each Tender received will be evaluated on the basis listed below. The Town of Drumheller will have the sole and unfettered discretion to award up to the maximum number of points for each criterion listed below.

By submitting a Tender, you acknowledge and agree to waive any right to contest through legal proceedings. The decision to award points in respect to the criteria noted below will be at the sole discretion of the Town of Drumheller.

EVALUATION BASED ON:	100%
Cost	40%
Reference follow up	25%
Quality Assurance	35%

D. Intent:

The undersigned contractor hereby provides a Tender to supply the services as described within its entirety for the cost as described in Section 3.

COMPANY: _____

Print name of authorized personnel: _____

Signature: _____

Email Address: _____

TOWN OF DRUMHELLER:

Print name of authorized personnel: _____

Signature: _____

DATE: YEAR 2020 MONTH [] DAY []

Upon completion of signatures above, this document will represent a contract agreement between the contractor and the Town of Drumheller.