



THE TOWN OF THE PAS

BID OPPORTUNITY  
# T13-2018

JANITORIAL SERVICES  
CIVIC CENTER



P.O. Box 870, The Pas, Manitoba, Canada. R9A 1K8

October 25, 2018

RE: INVITATION TO TENDER

Sealed tenders clearly marked “**#T13-2018 Janitorial Services – Civic Center**” will be accepted by the Purchasing Agent at the Offices of the Town of The Pas up to 3:00pm local time, **Friday, November 23, 2018** for the janitorial services for the Civic Center as per attached specifications.

Please refer to the following specifications and use the attached sheet(s) to submit your tender to:

Town of The Pas  
81 Edwards Avenue  
Box 870  
The Pas, MB  
R9A 1K8  
Or email to:  
[aldrin@townofthepas.ca](mailto:aldrin@townofthepas.ca)  
[graham@townofthepas.ca](mailto:graham@townofthepas.ca)

The lowest or any tender will not necessarily be accepted.

If you require additional information please contact the office of the undersigned at (204) 627-1137 or Graham Kahler at (204) 627-1107.

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Aldrin Natividad  
Purchasing Agent  
Town of The Pas

**TOWN OF THE PAS  
PURCHASING DEPARTMENT  
The Pas, Manitoba**

**INSTRUCTION TO BIDDERS**

**1) TENDER**

- a) Supply of Janitorial Service at the Civic Center

**2) SUBMISSION DEADLINE**

- a) The submission deadline is 3:00 p.m. local time Friday, November 23, 2018
- b) Bids determined by the Purchasing Agent to have been received later than the submission deadline will not be accepted and will be returned upon request.
- c) The Contract Administrator or the Purchasing Agent may extend the submission deadline by issuing an addendum at any time prior to the time and date specified in 2(a).

**3) COMPLETION OF BID DOCUMENTS**

- a) All Bids shall be made out on the forms included in these Bid Documents as listed on the Bid Submission and each such document shall be completed in accordance with these Instructions to Bidders.

**4) INQUIRIES**

- a) All inquiries shall be directed to the Contract administrator identified.
- b) If the bidder finds errors, discrepancies or omissions in the Bid Opportunity or is unsure of the meaning or intent of any provisions therein, the bidder shall notify the Contract Administrator of the error, discrepancy or omission or request a clarification as to the meaning or intent of the provision at least five (5) business days prior to the submission deadline.

- c) Responses to inquiries which, in the sole judgment of the Contract Administrator require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all bidders by issuing an addendum.
- d) Responses to inquiries which do not require a correction to or a clarification of the bid opportunity will be provided by the Contract Administrator only to the bidder who made the inquiry.
- e) The bidder shall not be entitled to rely on any response or interpretation received pursuant to section (d) unless the response is provided in writing.

**5) ENCLOSURE OF COMPLETE DOCUMENTS**

- a) All Bid Documents, including those requiring completion, shall be filled in and returned intact, enclosed in a sealed envelope Or PDF copies can be emailed to [aldrin@townofthepas.ca](mailto:aldrin@townofthepas.ca)
- b) The tender submission shall consist of the following:
  - FORM A – The Bid (Signed and completed)
  - FORM B – Schedule of Prices (Signed and completed)
  - FORM C – Managing Contracted Employees

**6) INFORMATION**

- a) Tender forms, specifications and other information may be obtained at the office of the Purchasing Agent, Town Garage, The Pas, Manitoba.

**7) CLARIFICATION**

- a) The Town reserves the right to seek clarification with the Bidder to assist in making evaluations.

**8) ADDENDA**

- a) The Contract administrator may at any time prior to the submission deadline, issue addenda correcting error, discrepancies or omissions in the bid opportunity or clarifying the meaning or intent of any provisions, therein.

- b) The contract administrator will issue addendum at least two (2) business days prior to the submission deadline or provide at least business days by extending the submission deadline
- c) The bidder shall acknowledge receipt of each addendum on Form A Bid. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

**9) REJECTION**

- a) The Town of The Pas reserves the right to reject any or all tenders or any portion thereof. The lowest or any tender will not necessarily be accepted.
- b) No tender shall be awarded to any bidders who, in the judgment of the Town of The Pas, is not a responsible bidder or does not have all the necessary experience, capital, organization, and equipment to provide the material and service in strict accordance with the terms and provisions of the Tender.
- c) The Town of The Pas may at its sole discretion;
  - i. accept an alternative proposal submitted
  - ii. reject any or all of the proposals, including the lowest proposal and may proceed in such other manner as it may elect at its sole discretion
  - iii. award the contract to whomever the Town of The Pas deems appropriate notwithstanding any custom of the trade or provision of the Invitation to Tender to the contrary
  - iv. re-issue the Invitation to Tender with the same or revised content
  - v. ask some but not all of the bidders to submit further or revised bids
  - vi. accept any proposal, in point
  - vii. seek clarification of any aspect of a proposal
  - viii. accept a proposal that deviates from or is not in all respects fully compliant with the Invitation to Tender

**10) QUALIFICATIONS**

- a) The bidder shall:
  - i. Undertake to be in good standing under the Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba) or otherwise properly registered licensed or permitted by law to carry on business in Manitoba and;
  - ii. Be financially capable of carrying out the terms of the contract and;
  - iii. Have all necessary experience, capital, organization and equipment to perform the work in strict accordance with the terms and provisions of the contract.
- b) The bidder and any proposed subcontractor shall be responsible and not be suspended, debarred or in default of any obligations to the Town.
- c) The Bidder shall provide a minimum of \$1,000,000.00 third party liability covering the Town of The Pas.

**11) SITE VISIT**

- a) All contractors shall visit the site and make themselves familiar with the site and all conditions, which may affect their work to complete the services.

**12) HEALTH & SAFETY**

- a) The Contractor shall be solely responsible for safety at the site and for compliance with all laws, rules, regulation and practices required by the applicable safety legislations. The contractor shall review and comply with the Town of The Pas Work Place Health and Safety Policy. If Sub contractors are used then the bidder shall be the Prime contractor and shall serve as and have the duties of Prime Contractor in accordance with the Work Place Health & Safety Act (of Manitoba).
- b) The Managing Contracted Employers Acknowledgement Agreement to Comply on FORM C must be signed and dated with the submitted tender documents. Not including a duty signed agreement will render the tender null and void. Any questions or concerns, contact the Workplace Health & Safety Officer at 204-627-1121.

**13) PRICES**

- c) All prices shall be F.O.B. The Pas as specified, including Provincial Sales Tax, Goods and Service Tax stated separately, where applicable.

**14) PAYMENT**

- a) Unless Bidder specifies otherwise, payment will be made within thirty (30) days of receipt of invoice.

**15) INVOICING**

- a) Invoicing shall be done monthly, showing G.S.T. and PST as separate items
- b) Detailed invoices made out in duplicate should be sent to:

TOWN OF THE PAS  
Box 870  
The Pas, MB  
R9A 1K8

**16) OPENING OF BIDS & RELEASE OF INFORMATION**

- a) Bids will be opened publicly, after the submission deadline has elapsed, in the offices of the Town of The Pas. Bidders or their representatives may attend. Please contact the Purchasing Agent at 627-1137 to make arrangements.
- b) The bidder is advised that any information contained in any bid may be released if required by Town policy on procedures or by law.

**17) BUDGET ALLOCATION**

- a) If in any case, the Town of The Pas budget allocation for the project is insufficient, the Town of The Pas or the Contract Administrator has the right to cancel the bid.
- b) The Town of the Pas has no obligation whatsoever to the bidder for any cancelled bid.

**18) EVALUATION OF BIDS**

- a) Award of the contract shall be based on the following bid evaluation criteria:
  - i. Compliance by the bidder with the requirements of the bid opportunity, or acceptance deviation there from (pass/fail)
  - ii. Qualifications of the bidder (pass/fail)
  - iii. Total bid price
- b) Further to 18 (a) (i) the Purchasing Agent and/or the Contract Administrator may reject a bid as being non-responsive if the bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Purchasing Agent and/or the Contract Administrator may reject all or any part of any bid, or waive technical requirements or minor informalities or irregularities if the interest of the Town so requires.
- c) Further the Purchasing Agent and/or the Contract Administrator shall reject any bid submitted by a bidder who does not demonstrate, in his bid or in other information required to be submitted, that he is responsible and qualified.

**19) AWARD OF CONTRACT**

- a) The Town will give notice of the award of the contract or will give notice that no award will be made.
- b) The Town will have no obligation to award a contract to a bidder, even though one or all of the bidders are determined to be responsible and qualified and the bids are determined to be responsive. The Town will have no obligation to award a contract where:
  - i. The prices exceed the available Town funds for the work
  - ii. The prices are materially in excess of the prices received for similar work in the past
  - iii. The prices are materially in excess of the Town cost to perform the work or a significant portion thereof with its own forces



- iv. In the judgment of the Purchasing Agent, the interests of the Town would best be served by not awarding a contract.
- c) Where an award of Contract is made by the Town, the award shall be made to the responsible and qualified bidder submitting the lowest evaluated responsive bid
- d) Following the award of contract, a bidder will be provided with information related to the evaluation of his bid upon written request to the Contract Administrator.

**20) PERFORMANCE AND CONTRACT TERMINATION**

- a) The Town and the Contractor are to meet, at least once per quarter, to review Contractor performance.
- b) Any issues or disputes regarding contractor performance will be provided in writing by the Town to the Contractor.
- c) The Town reserves the right to terminate this contract, without penalty, with 30 days' notice. Notice of intent to terminate this contract shall be provided in writing.

**21) CONTRACT ADMINISTRATOR**

The Contract Administrator is:

Graham Kahler  
Box 870  
The Pas MB R9A 1K8  
Telephone: (204) 627-1107  
Fax: (204) 623-3951  
grahamk@townofthepas.ca

**22) TERMS**

- a) The Contractor shall supply all labor necessary to complete the cleaning at the Civic Center in accordance with the stated requirements and objectives.
- b) Contractor shall clean the Civic Center once a week
- c) The Town shall supply cleaning equipment and supplies.
- d) This tender covers the Civic Center which is approximately 18,000 sq.ft. – this does not include the Fire Hall Garage

- e) The Contractor shall only submit a fixed price on a monthly basis for the cleaning of the Civic Center Building excluding the Friendship Center.
- f) The contract will be awarded for a two-year term with an allowance for annual extensions, to be determined by a mutual agreement between both parties.
- g) The Contract will be in effect on January 1, 2019 and will expire on December 31, 2020.
- h) Duties shall be performed outside of normal office hours to minimize disruption to the operation of the Town of The Pas
- i) All Contractors shall be licensed for such work with the Town of The Pas. Letters from previous employers may be requested.
- j) A list of all persons doing the work will be supplied with the tender. If, for any reason, new or different workers are to be used at the Civic Center, the Contract Administrator shall be notified.
- k) All Contractors shall have insurance & WCB Requirements.
- l) Contractor must maintain a logbook that both parties can relate any problems/concerns as they arise.

**23) SCOPE OF WORK**

- i. Empty wastebaskets into plastic bags and put in garbage.
- ii. Sweep entire office floor and stairs
- iii. Wash/mop all floors ( including stairs and foyer and all hallways around dome)
- iv. Clean washrooms and all toilets, sinks, countertops and urinals thoroughly
- v. Vacuum carpets
- vi. Move chairs, waste paper baskets and other objects, as required.
- vii. Ensure supply of toilet tissue, paper towels, hand soap and deodorant blocks, are available in all washrooms.

- viii. Dust furniture (bookcases, desks, counters, filing cabinets, etc.), including chairs.
- ix. Wipe down all furniture, radiator covers, counters, chairs, balcony ledges (as needed)
- x. Vacuum fabric chairs ( as needed)
- xi. Wash shower stall with a germicidal cleanser (as needed)
- xii. Clean baseboards (as needed)
- xiii. Remove scuff marks ( as needed)
- xiv. Clean brass (door handles, switch plates, etc.) – as needed
- xv. Spot clean wall when necessary, particularly stairway
- xvi. Clean inside glass (as needed)
- xvii. Clean and polish lights (emergency lights, halls and stairways) – as needed



**FORM A: THE BID**

**1. CONTRACT TITLE:**

Supply of Janitorial Services at the Civic Center

**2. BIDDER:**

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Name of Bidder

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Street or P.O. Box

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|      |          |             |
|------|----------|-------------|
| City | Province | Postal Code |
|------|----------|-------------|

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Facsimile number

**THE BIDDER IS;**

- A Sole Proprietor
- A Partnership
- A Corporation

**FORM A: THE BID**

**3. CONTACT PERSON:**

The bidder hereby authorized the following contact person to represent the Bidder for the purposes of the bid.

|                  |            |
|------------------|------------|
| _____            | _____      |
| Contact Person   | Title      |
| _____            | _____      |
| Telephone Number | Fax Number |

**4. SIGNATURES:**

In witness whereof the bidder has signed this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
**SIGNATURE OF BIDDER OR BIDDER'S AUTHORIZED OFFICIAL OR OFFICIALS**

\_\_\_\_\_  
**PRINT NAME AND CAPACITY OF INDIVIDUAL WHO'S SIGNATURE APPEARS ABOVE.**

SEAL OR WITNESS



**FORM B: SCHEDULE OF PRICES**

**Supply of Janitorial Services at Civic Center**

**PRICE per MONTH** \_\_\_\_\_

**GST** \_\_\_\_\_

**TOTAL PER MONTH** \_\_\_\_\_

**TOTAL ANNUAL COST** \_\_\_\_\_

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**



**FORM C-MANAGING CONTRACTED EMPLOYERS**

Acknowledgement/Agreement to comply

Important-compliance with Safety Legislation is mandatory. This form must be returned with all signatures as part of a tender bid.

Failure to sign and return this acknowledgement nullifies the bid.

Failure to sign and return the form forfeits the contractor/self-employed person's right to be hired by the Town of The Pas.

Contractor/Self-Employed Person: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Tender # and/or type of work: \_\_\_\_\_

On-Site Supervisor: \_\_\_\_\_

I have reviewed the "Managing Contracted Employers-Regulatory Summary" section of the Town of The Pas Safety program and acknowledge that I am aware of all Provincial and Federal Acts and Regulations and their requirements as they relate to the type of work that is being undertaken.

I have reviewed the "Managing Contracted Employers-Communicating Unsafe Conditions or Practices" document and acknowledge that I am aware of the Procedures that will be followed.

I acknowledge my responsibility and duties with regards to safety and agree to comply with provincial and Federal Acts and Regulations and Town of The Pas safety policies and procedures.

For information on the above, please contact HR Department at 627-1118.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
On-Site Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
For Town use: Date Received/  
Initials