

# The Corporation of the Township of Whitewater Region

## By-law Number 17-01-921

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### **Being a by-law to award the Janitorial Tender to Generations Janitorial Services**

**Whereas**, Section 5 of the Municipal Act, 2001 S.O. 2001, c.25 as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

**Whereas**, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas**, Council deems it expedient and necessary to award the tender for janitorial services to the low bid;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. That the tender for janitorial services is hereby awarded to Generations Janitorial Services.
2. That the terms of the agreement are as substantially set out in the agreement and tender form attached as "Schedule A".
3. That janitorial services are to be provided in exchange for \$1190.00 plus HST to be billed monthly.
4. That the CAO/Clerk and Mayor are authorized to execute the agreement on behalf of the Corporation of the Township of Whitewater Region.
5. That this by-law shall come into force and take effect upon being passed by Council.

**Read a first, second and third time and finally passed this 18th day of January, 2017.**

  
\_\_\_\_\_  
**Terry Millar, Reeve**

  
\_\_\_\_\_  
**Robert H.A. Tremblay, Clerk**





## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate this day of January 18, 2016 between the Corporation of the Township of Whitewater Region represented by the Mayor and the CAO/Clerk, hereinafter referred to as the "Owner"

And

Generations Janitorial Services, hereinafter called the "Contractor", shall be effective from the 1<sup>st</sup> day of February 2017 to the 1<sup>st</sup> day of February 2019 for a period of two (2) years.

IN WITNESS THEREOF the parties hereto have executed this Agreement on the date first written above.

SIGNED, SEALED AND DELIVERED

In the presence of

Reeve, Terry Millar

*Township of Whitewater Region*

Township of Whitewater Region

*CAO/Clerk Robert Tremblay*

Witness

Contractor



## TENDER FORM

Township of Whitewater Region

I/ We the undersigned, agree to supply all necessary labour and services for the execution and completion of this contract in strict accordance with the requirements of the Contract Documents for a period of 24 months.

Contract Price: \$ 1190,00 /per month  
Excluding HST

HST: \$ 154.70

Total Contract Price: \$ 1344,70 /per month

Name of Company: Generations Janitorial Service

Address: 218 Bonnechere St. E.

P.O. Box 391

Eganville, On. K0J-1T0

Telephone: 613-628-1935

I/ We understand that all price(s) submitted in this Tender is/are based upon the acceptance of the tender which will occur within sixty (60) days of the Tender closing date. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be deemed to be extended to the next business day.

I/ We have carefully examined all the Tender Documents, have visited the site(s) and building(s) thereon 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.

I/ We understand that the Township reserves the right not to accept the lowest or any tender.

  
\_\_\_\_\_  
Signature of Authorized Company Official

Dec/30/2016  
Date



**TOWNSHIP OF WHITEWATER REGION  
JANITORIAL SERVICES TENDER  
TENDER # - ADMIN-2016-01**

**TENDER CLOSING  
FRIDAY DECEMBER 30<sup>TH</sup>, 2016  
AT 2:00 PM LOCAL TIME**

## **INFORMATION TO BIDDERS**

- 1) The necessary Tender Document will be available at the Municipal Office between the hours of 8:30am and 4:00pm Local Time - Monday through Friday. Any questions regarding this tender shall be directed to:

Marsha Hawthorne – Treasurer/Deputy Clerk  
Township of Whitewater Region  
44 Main Street, Box 40  
Cobden, Ontario  
K0J 1K0  
613-646-2282  
Email – [mhawthorne@whitewaterregion.ca](mailto:mhawthorne@whitewaterregion.ca)

### **Tender Closes: Friday December 30, 2016 @ 2:00 Local Time**

- (a) All Tenders shall be submitted on the supplied Tender Form, in a sealed envelope and shall be clearly marked as to the contents and bidders name.
- (b) All Tenders must be completed in full, in ink and be legible.
- (c) The Tender Document shall not be modified in any way.
- (d) An officer of the company, designating his position shall sign the Tender Form and execute with the company seal. In the case of an individual trading as a company the signature of the person signing the Tender shall be witnessed.
- (e) Late Tenders **will not** be accepted beyond the closing date/time as set out. Tenders received after the established closing will be returned unopened. Tenders transmitted by Fax or E-Mail **will not** be considered.
- (f) **The lowest or any Tender is not necessarily accepted.**
- (g) Should a dispute arise regarding the meaning or intent of the contract documents, the decisions of the Township shall be final.



## **THE BIDDER DECLARES**

- (a) No person, firm, or corporation, other than the Bidder, has any interest in this Tender in the proposed contract for which this tender is made.
- (b) This Tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
- (c) No member of Council and no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in any portion of the profits thereof, or in any of the monies to be derived there from.

## **EXAMINATION OF PREMISES**

Each bidder shall visit and examine the municipal buildings included in this Tender and obtain for himself/herself a clear and comprehensive knowledge of the physical conditions and limitations thereof, insofar as they may affect the work expected under this contract.

## **CONTRACT TIME**

- (a) Hours of work shall be anytime, Monday to Sunday inclusive, outside of the normal Township Operating hours. Regular office hours are Monday to Friday, 7:00am to 4:30pm. Regular Council Meetings are the first and third Wednesday of each month, 5:30pm to approximately 9:00pm. A list of other meetings will be provided as required to the successful bidder.
- (b) To arrange a mutually convenient date and time to visit the site, please contact the municipal office.

## **INSURANCE**

The Bidder shall provide at all times the following insurances with issuers, satisfactory to the Township and in amounts stated below and ensure that such insurance is enforced and effective.

- (a) Workplace Safety & Insurance Board fully complying with the laws of the

Province, with a Certificate of Clearance from the Workplace Safety & Insurance Board Independent Owner/Operator Status Form to show that the Bidder is in good standing.

- (b) The successful tenderer shall provide the Corporation with an original Certificate of Insurance in the amount of at least one million dollars (\$1,000,000.00).
- (c) The Contractor's insurance shall name the following as additional named insured:

The Township of Whitewater Region  
44 Main Street, Cobden, Ontario, K0J 1K0

### **DAMAGES AND RESPONSIBILITIES**

- (a) The Contractor shall employ such methods as necessary to avoid defacement or damage to the Township's property, and shall ensure that all materials used are compatible with the surfaces on which they are used.
- (b) The Contractor shall be responsible for all damage caused by his/her employees, equipment or supplies to the Township's property, equipment, buildings and building contents.

### **REVIEW OF SPECIFICATIONS**

- (a) Bidders are required to read and study all parts of the specifications contained in the tender document to familiarize themselves with what will be expected in the carrying out of the cleaning duties for the municipal buildings.

### **SPECIFICATIONS**

- 1) This tender is for cleaning services for the Township of Whitewater Region, and consists of the Township Main office at 44 Main Street, Cobden Ontario as well as the Public Works garage at 2271 Mineview Road, Cobden, Ontario.
- 2) The Main Office Building consists of, but not limited to entrance/exit areas (2), hallways, stairways, common areas, four (4) washrooms, one (1) main office, eight (8) private offices, Council chambers, hall, (2) kitchen/lunchrooms. The Mineview Garage consists of a multi-stall washroom, kitchen, entrance, and office area.

### 3) Cleaning Functions

#### (a) ENTRANCE/EXIT AREAS, HALLWAY, STAIRWAYS AND COMMON AREAS AND HALL

##### Weekly Services

- All door knobs, door handles and push bars will be damp-wiped using a germicidal agent.
- Chair legs and chair bases will be damp-wiped to remove dust and smudges.
- All furniture, ledges and similar surfaces will be wiped to remove dust and smudges.
- Monitor for dust/spider webs and remove.
- Non carpeted flooring will be swept/vacuumed and washed.
- All door mats and runners will be vacuumed.
- All doors, frames and walls will be monitored and damp-wiped to remove smudge and finger marks.
- All waste receptacles will be emptied and washed as required.
- All carpeted areas will be vacuumed.

##### Monthly Services

- Light fixtures to be wiped to remove dust.
- All windows will be monitored and cleaned on both sides to remove smudges and fingerprints where required.

##### Yearly Services

- All other non-carpeted flooring will be thoroughly cleaned and sealer applied at a time mutually agreed between the township and the bidder.
- All carpeted flooring will be thoroughly steam cleaned and a sealer applied at a time mutually agreed between the township and the bidder.

#### (b) WASHROOMS

##### Weekly Services

- Door knobs, handles, and grab rails will be damp-wiped using a germicidal agent.

- Paper towel and toilet paper receptacles will be damp-wiped.
- All mirrors, counters, shelves and exposed plumbing will be damp-wiped.
- Monitor for dust/spider webs and remove.
- Floors will be swept and thoroughly washed using a germicidal agent.
- All basins, toilet bowls and urinals will be cleaned and disinfected.
- Both sides of all toilet seats will be cleaned and disinfected.
- All toilet tissue holders, soap dispensers will be replenished as required.
- Doors and door frames will be monitored and damp-wiped to remove smudges.
- Wall area around toilet bowl and urinal will be damp-wiped with germicidal agent.
- All waste receptacles will be emptied and cleaned as required or liners replaced.

#### Monthly Services

- Light fixtures will be cleaned.
- All baseboards will be damp-wiped to remove scuff marks and dust.

#### Yearly Services

- Flooring will be thoroughly cleaned and a sealer applied at a time mutually agreed between the township and the bidder.

### (c) KITCHENS

#### Weekly Services

- Top and sides of refrigerator will be damp-wiped.
- Bases and tops of tables will be damp-wiped.
- Monitor for dust/spider webs and remove.
- Sinks, counter tops, microwaves and cupboard fronts will be cleaned with a germicidal agent.
- Remove stains and spills from doors, walls and floors.
- All waste receptacles will be emptied and washed as required and liners replaces.
- Floors will be swept, using a dust-preventative product and washed.

#### Monthly Services

- Dusting of horizontal surfaces **beyond** five feet in height.
- All baseboards will be damp-wiped to remove scuff marks and dust.
- Cleaning of the refrigerators.

#### Yearly Services

- Floors will be thoroughly cleaned and a sealer applied at a time mutually agreed between the township and the bidder.
- Cleaning of ranges/ovens.

### (d) OFFICES, COUNCIL CHAMBERS

#### Weekly Services

- Telephones (especially the receiver) will be wiped clean with a germicidal agent.
- Computers, screens, keyboards and printers wiped clear of dust and fingerprints
- Desk top areas wiped clean (if able to complete without disturbing files)
- All door knobs and door handles will be damp-wiped using a germicidal agent.
- Glass in office rooms will be cleaned on both sides.
- Spots will be removed from carpet. Walk areas will be sprayed with rug cleaner to remove soil marks.
- Legs of all chairs will be damp-wiped.
- Monitor for dust/spider webs and remove.
- All non-carpeted flooring will be swept using a dust-preventative product and washed.
- Plastic floor chair mats will be damp-wiped.
- All carpeting will be vacuumed.
- All waste paper receptacles will be emptied, cleaned and liners replaced as necessary.
- Finger marks and smudges will be removed from walls and office doors (eye level and below).
- All work tables and counters will be damp-wiped using a germicidal agent. Wax is not to be used.

#### Monthly Services

- Sides of desks and file cabinets will be dusted.

- Window ledges will be damp-wiped.
- Wall hangings, tops of doors, high ledges, exit signs, wall clocks and similar items will be dusted.
- Carpeted floors will be thoroughly vacuumed wall-to-wall, corners and edges.
- All baseboards will be damp-wiped.
- Vacuum *floor* heating/cooling pipes to remove dust and debris.

#### Yearly Services

- All carpeted flooring will be thoroughly steam-cleaned and a sealer applied at a time mutually agreed between the township and the bidder.
- All blinds will be dusted once per year at a time mutually agreed between the township and the bidder.

#### (e) MINEVIEW GARAGE AREAS

##### Weekly Services

- All door knobs, door handles and push bars will be damp-wiped using a germicidal agent.
- Chair legs and chair bases will be damp-wiped to remove dust and smudges.
- All furniture, ledges and similar surfaces will be wiped to remove dust and smudges.
- Monitor for dust/spider webs and remove.
- Floors will be swept/vacuumed and washed.
- All door mats and runners will be vacuumed.
- All doors, frames and walls will be monitored and damp-wiped to remove smudge and finger marks.
- All waste receptacles will be emptied and washed as required.
  
- Paper towel and toilet paper receptacles will be damp-wiped.
- All mirrors, counters, shelves and exposed plumbing will be damp-wiped.
- Monitor for dust/spider webs and remove.
- Floors will be swept and thoroughly washed using a germicidal agent.
- All basins, toilet bowls and urinals will be cleaned and disinfected.
- Both sides of all toilet seats will be cleaned and disinfected.

- All toilet tissue holders, soap dispensers will be replenished as required.
- Doors and door frames will be monitored and damp-wiped to remove smudges.
- Wall area around toilet bowl and urinal will be damp-wiped with germicidal agent.
- All waste receptacles will be emptied and cleaned as required or liners replaced.

### INSPECTION

The CAO or TREASURER reserves the right to:

- (a) Inspect all work performed by the Bidder under this Tender.
- (b) Shut down any operation, which gives an indication of poor workmanship or substandard materials being supplied under this Tender.
- (c) Refuse acceptance of workmanship until it is proven to be of a satisfactory quality.

### CONTRACTOR'S EXPERIENCE

- (a) Bidders will be required to provide details of previous experience in addition to references in the field of Janitorial Services, together with the qualifications and experience of the bidder's staff that may be employed in the execution of the work outlined in the tender document.

### PRICING INSTRUCTIONS

- (a) Each tender shall state the **monthly rate** for which the bidder's will undertake to carry out all the work as described and/or shown in the Tender Documents.

### AGREEMENT

- (a) The successful bidder shall enter into an agreement with the municipality as per the "Cleaning Contract" agreement included in the tender package.

## CLEANING CONTRACT AGREEMENT

### 1. DEFINITIONS

Wherever the following words are used in the documents, it shall be understood that they mean as follows:

- (a) "Tender Document", before the execution of the contract, means these documents listed on the page titles List of Content, commonly and herein referred to as the "Specifications".
- (b) "Contract Documents" means the "Tender Documents" as executed upon the award of the contract.
- (c) "Township" or "Owner" means the Clerk or designate of the Corporation of the Township of Laurentian Valley.
- (d) "Contractor" means the successful bidder with whom the Township has signed a contract. The Contractor is not an employee of the Township of Laurentian Valley.
- (e) "Contract Employees" means staff directly and indirectly employed by the Contractor.
- (f) "Work" means and includes the whole of the services, materials, matter and things required to be done, furnished and performed by the Contractor under the terms of this Contract.
- (g) "Satisfactory", "Approved", "Adequately", or similar words or phrases means that the work is to the standard acceptable by the Township.
- (h) "Default" means failing to comply with the Specifications and failing to perform to the satisfaction of the Township.

### 2. MATERIALS

- (a) Materials and equipment will be supplied by the contractor unless specifically stated in the Specifications.
- (b) Two existing central vacuum systems may be utilized by the contractor. All future maintenance, servicing, repair/replacement shall be the



responsibility of the contractor.

### 3. LABOUR

- (a) All work shall be performed by workers who are qualified and skilled to carry out and perform the duties required in the Contract.
- (b) Increases in the cost of performing the work due to wage increases of adjustments shall be borne by the Contractor without additional cost to the Township.

### 4. SUPERVISION AND COORDINATION

- (a) The Contractor shall appoint an experienced Supervisor to be responsible for all the work required under the Contract.
- (b) The Supervisor shall be readily accessible to the Township personnel at all times.
- (c) The Contractor shall supervise and coordinate all phases of the Work and shall cooperate fully with all supervisory representatives of the Township during the performance of the Work of this Contract.
- (d) The Contractor and his/her employees will have access to confidential and sensitive materials during the performance of the Work. The Contractor must guarantee that all personnel under his/her employment ensure the security and confidentiality of all records and personal information that they may have access to during the performance of their duties.

### 5. CHANGE IN THE WORK

- (a) The Township, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. All additional work shall be executed under the conditions of this Contract.
- (b) No variations from the work that may result in a change to the amount of the Contract will be proceeded with, until proper approval has been obtained by the Contractor in writing from the Township.

### 6. PAYMENTS

- (a) At the end of each month, the Township shall make a proper payment to the Contractor for services rendered within ten days of the submission of an invoice.
- (b) Where the Contractor fails to perform any of the specified Work to

the satisfaction of the Township, the Township shall deduct the cost of such work from the Contractor's monthly payment.

#### **7. COMMENCEMENT AND TERMINATION**

- (a) The Contractor shall commence work on the date stated in the Agreement as agreed upon by the Contractor and the Owner and shall continue for the period of time designated therein unless terminated in accordance with the provisions of this Contract.
- (b) The Township reserves the right to terminate the Contract upon giving seven (7) days written notice to the Contractor in the event of the Contractor neglecting or failing to perform the Work properly or diligently.

#### **8. LIGHT, HEAT, POWER AND WATER**

- (a) The Township shall supply to the Contractor without charge all light, heat, power, hot and cold water as may be reasonably required for the work.

#### **9. STORAGE SPACE**

- (a) Space will be provided for storage of cleaning equipment and supplies on site.

#### **10. INTERPRETATION**

- (a) Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the Township shall be final.

### **SCHEDULE OF SERVICES**

#### **General**

Prior to the commencing of any work outlined within this Contract, the successful Contractor shall attend a site meeting with the Township's Treasurer/Deputy CAO.

#### **Time Allotment and Work Frequencies**

##### **1. Hours of Work:**

Hours of work shall be anytime; Monday to Sunday inclusive, outside of the normal Township Operating hours, once a month at a mutually agreeable time that will be established once the contract is awarded. Regular office hours are Monday to Friday, 8:00am to 4:30pm. Regular Council Meetings are the first and third Wednesday of each month, 5:30pm to approximately 9:00 pm. A list of other meetings will be provided as required to the successful bidder. A municipal representative may contact

the Contractor to ensure that they change their scheduled work to another day.

2. Duration of Contract:

Two year with possible extension, commencing on the date to be stated in the Agreement.

**FREEDOM OF INFORMATION**

All written Quotations received by the Township of Whitewater Region become a public record. Once a Quotation is accepted and a contract is signed, all information contained in them is available to the public.

