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**Maintenance/Janitorial Contract  
Town Office, Planning and Development Services, Fire Hall and Public Works**

**Tender Package**

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**ONE VIEWING OF ALL FACILITIES WILL BE AVAILABLE ON:**

**TUESDAY, SEPTEMBER 14, 2010**

**9:30 AM TO VIEW TOWN HALL, FIRE HALL, AND PLANNING AND DEVELOPMENT SERVICES**

**10:30 AM TO VIEW PUBLIC WORKS**

**Deadline: September 23, 2010 at 2:00 p.m.**

**Town of Osoyoos  
8707 Main Street  
Box 3010, Osoyoos BC V0H 1V0**



**INVITATION TO TENDER**  
**TOWN OF OSOYOOS**

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***OSOYOOS MUNICIPAL BUILDINGS CARETAKER***

Sealed Tenders clearly marked “**OSOYOOS MUNICIPAL BUILDINGS CARETAKER**” will be received by the Town of Osoyoos Municipal Office, 8707 Main Street, Osoyoos, B.C., up to and including 2:00 p.m. local time, Thursday, September 23, 2010.

The contract involves the janitorial maintenance for the following municipal buildings: Town Office, Upstairs of Fire Hall, Planning and Development Services, and Public Works shop for a period of three (3) years commencing October 30, 2010, with one (1) option for three-year extension. Contract Documents may be obtained from the offices of the Town of Osoyoos or on the website at [www.osoyoos.ca](http://www.osoyoos.ca).

Tenders will be opened at 2:00 p.m. local time, Thursday, September 23, 2010 at the Osoyoos Town Office, 8707 Main Street, Osoyoos, British Columbia.

Tenders received after the closing time will be returned unopened.

The Town is under no obligation to accept the lowest or any tender and may accept the tender which the Town considers most advantageous to itself.

**Tenders will only be considered complete if all required information is provided including total costs to provide service, name of company, contact person, address and phone number, experience of the bidder, and all other relevant information pertinent to the contract for Municipal Buildings Caretaker.**

**Tender documents must be signed in order to be considered complete.**

**Submit sealed tenders clearly marked “Municipal Buildings Caretaker” to:**

**Janette Van Vianen, CMC  
Director of Corporate Services  
Box 3010, 8707 Main Street  
Osoyoos, BC V0H 1V0**

**TOWN OF OSOYOOS**

**OSOYOOS MUNICIPAL BUILDINGS CARETAKER CONTRACT**

THIS CONTRACT made as of the \_\_\_\_\_ day of October, 2010

BETWEEN:

TOWN OF OSOYOOS, of  
8707 - Main Street,  
Osoyoos, British Columbia  
V0H 1V0

(hereinafter call the "Town")

OF THE FIRST PART

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS The Town owns certain municipal buildings (hereinafter called the "Municipal Buildings") consisting of the following:

- (a) Town Office;
- (b) Fire Hall;
- (c) Planning and Development Services;
- (d) Public Works Workshop.

WHEREAS The Town requires the services of a caretaker to maintain the Municipal Buildings.

WHEREAS The Town has accepted the bid of the Contractor as an independent contractor to maintain the Municipal Buildings on the terms and conditions set forth in this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants, promises and agreements contained herein, the parties hereto agree as follows:

INDEPENDENT CONTRACTOR

1. The Town hereby agrees to retain the services of the Contractor as an independent Contractor to maintain the Municipal Buildings on the terms and conditions set forth in this Contract.

TERM OF CONTRACT

2. This contract shall be for a three (3) year term, from October 30, 2010 to October 29, 2013. The Town may grant to the Contractor a maximum of one renewal term for a three-year term, with the same terms and conditions, except for the renewal clause, and further both parties shall mutually agree upon the monthly payment rate for the three-year extension.

CARETAKER SERVICES TO BE PROVIDED

3. During the term of this Contract, the Contractor agrees to provide to the Town all caretaker services at the Municipal Buildings, including but not limited to the duties and responsibilities detailed in Schedule "A" attached hereto, and such further and other duties and responsibilities as instructed by the Town from time to time during the term of this Contract.

PAYMENT

4. The Town agrees to pay to the Contractor a basic monthly payment of \$ \_\_\_\_\_ (plus HST) per month, payable on the last business day of each month.
5. The Contractor agrees that there may be matters of urgency which may require attendance of the Contractor on short notice and outside of the regular scheduled cleanings for which an hourly rate of \$ \_\_\_\_\_ shall be paid.

SUPPLIES AND EXPENSES

6. All supplies and maintenance expenses, which must be preauthorized by the Town's Director of Finance, will be billed to and paid for by the Town, directly from the supplier.

OTHER CONTRACTORS AND REPAIR SERVICES

7. Upon authorization by the Town, other contractors and/or repair services may be utilized in the Municipal Buildings as required. The Contractor agrees upon request by the Town, to be in attendance when work by others is being performed.

BUSINESS LICENCE

8. The Contractor is to obtain and maintain during the term of this Contract a valid business license as required by the Town.

## STATUTORY CONTRIBUTIONS

9. The Contractor shall be responsible for payment of all statutory contributions such as Unemployment Insurance, Canada Pension Plan, vacation pay, superannuation, overtime, or other employment benefits, including both employee and employer contributions, and for payment of taxes in compliance with the Income Tax Acts and Regulations of Canada and the Province of British Columbia.

## WORKERS' COMPENSATION REQUIREMENTS

10. The Contractor shall ensure compliance with the Workers' Compensation Act as set out in Schedule "B". The Contractor shall signify compliance by executing the "Contractor's Responsibilities" attached hereto as Schedule "B".

## BENEFITS

11. This Contract does not include any benefits or perquisites and the only payments to the Contractor will be those specifically stated in this Contract.

## INSURANCE

12. The Contractor shall obtain and keep in force a policy of comprehensive general liability insurance (the "Policy") providing coverage for death, bodily injury, property loss and property damage arising out of the Contractor's exercise of obligations under this Contract in an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence and the Town shall be named as an additional insured under the Policy. At the time of execution of this Contract, the Contractor shall provide the Town with a letter from the insurer certifying that the Policy meets the requirements of this section. The Policy shall also contain a clause providing that the insurer will give the Town thirty (30) days prior written notice in the event of cancellation or material change to the Policy. The amount of insurance required herein shall be increased to a reasonable amount, if so required by the Town, on 120 days written notice;
13. The Contractor shall determine what additional insurance coverage, if any, including but not limited to Workers Compensation are necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance will be maintained and provided at the sole expense of the Contractor.

## TERMINATION

14. The Town may, at any time during the term of this Contract, in the event of the Contractor failing to comply with the requirements of this Contract, terminate this Contract on thirty (30) day's written notice to the Contractor.

## ASSIGNMENT

15. The Contractor shall not, except with the express written consent of the Town, assign any of the Contractor's interest in this Contract to any party.

INDEMNITY

- 16. The Contractor hereby covenants and agrees to indemnify and save harmless the Town from any and all claims, suits, actions, liens, demands and actions arising out of the conduct and operation of the Contractor while performing their obligations pursuant to this Contract.

ENTIRE AGREEMENT

- 17. This Contract constitutes the entire agreement between the parties and there are no representations or warranties, expressed or implied, statutory or otherwise, and no agreements collateral hereto other than as expressly set forth or referred to herein and this Contract shall supersede all previous oral or written communications.

PARTIES IN INTEREST

- 18. This Contract shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Contract the day and year first above written.

The Corporate Seal of the Town of Osoyoos was hereto affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Administration Officer

SIGNED, SEALED AND DELIVERED by the Contractor in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

## **TOWN OF OSOYOOS**

### **CLEANING CONTRACT SCHEDULE "A"**

#### **TOWN OFFICE and FIRE HALL (weekly)**

1. Clean all offices, hallways etc. and vacuum.
2. Remove all garbage to the outside bin.
3. Clean all washrooms. Wash toilet seat both sides and wash toilet bowl counter and sink.
4. Clean kitchen and sweep floor. (Does not include dishes)
5. Wash linoleum, tile and laminate floors.
6. Vacuum and dust Council chambers.
7. Clean firemen's recreation hall and washroom. (Not kitchen)
8. Wipe down walls and light switch areas for hand prints.
9. Dust baseboards, window sills, ledges and mouldings as necessary.
10. Spot clean carpets.
15. Dust venetian blinds.
16. Clean front and back door windows.

#### **PUBLIC WORKS WORKSHOP (weekly)**

1. Wash linoleum floors weekly.
2. High speed burnish high traffic areas.
3. Clean washroom. Wash toilet seats both sides and clean wash basin, counter, toilet bowls and urinal.
4. Clean kitchen counter, table, chairs and appliances.
5. Dust where necessary.
6. Wipe down walls and light switch areas for hand prints.
7. Remove all garbage.
8. Clean window sills and other ledges.

#### **PLANNING AND DEVELOPMENT SERVICES (weekly)**

1. Vacuum and dust.
2. Sweep and wash linoleum flooring and sweep and clean tile flooring
3. Clean washrooms. Wash toilet seat both sides and clean wash basin and toilet bowl.
4. Wipe down walls and light switch areas for handprints.
5. Clean window sills and other ledges.

## SEMI-ANNUAL CLEANING

TO BE DONE THE BEGINNING OF MAY AND OCTOBER

### TOWN OFFICE

1. Wash all floors and baseboards.
2. Shampoo all carpets. (A professional carpet cleaner must clean the carpets at the Contractors expense).
3. Wash all windows on the **inside and outside**, wash all window sills and dust all venetian blinds.
4. Check walls, doors and door jams for dirty spots and wash where necessary.
5. Clean light fixtures.

### FIREHALL (upstairs)

1. Wash baseboards.
2. Wash laminate and linoleum flooring.
3. Wash all windows on the **inside and outside** and window sills.
4. Clean kitchen.
5. Check walls, doors and door jams for dirty spots and wash where necessary.
6. Clean light fixtures.

### PUBLIC WORKS WORKSHOP

1. Strip wax and reseal tile floors, including the office and wash baseboards.
2. Wash all windows **inside and outside** and window sills.
3. Check walls, doors and door jams for dirty spots and wash where necessary.
4. Clean light fixtures.

### DEVELOPMENT SERVICES

1. Shampoo all carpets. (A professional carpet cleaner must clean the carpets at the Contractors expense).
2. Wash all tile and linoleum floors.
3. Check walls, doors and door jams for dirty spots and wash where necessary.
4. Wash inside of all windows **inside and outside** and window sills.
5. Dust all shelves without removing books, including shelf tops.
6. Clean light fixtures.

**TOWN OF OSOYOOS**

**CONTRACTOR'S RESPONSIBILITIES**  
**SCHEDULE "B"**

The Contractor is Prime Contractor and shall ensure compliance on his part and on the part of all his Sub-Contractors with the Workers' Compensation Act and the Occupational Health and Safety Regulations (the Regulation) thereunder.

In the event that the Contractor refuses or fails to comply with an order or regulation under the Workers' Compensation Board Occupational Health and Safety Regulation, or with the Basic Safety Outline below, the Town of Osoyoos may terminate the Contract.

The Contractor shall be registered with the WCB. All major contractors are designated as "Prime Contractors" as defined in the WCB O.H. & S. Regulation Section 20.3. If work overlaps or adjoins, one contractor will be prime contractor and others will be classified as sub-contractors.

Prime Contractors' Responsibilities:

Basic Safety Outline

THE CONTRACTOR:

- (a) requires all workers, subcontractors and others coming onto the Site to comply with the Regulation;
- (b) ensures all workers receive pre-employment safety orientation, guidance and training applicable to the type of work they perform;
- (c) initiates and implements conditions that provide a safe and healthy place of work;
- (d) provides a first aid program which meets or exceeds the requirements of the Regulation;
- (e) provides ongoing health and safety inspection and review of equipment and employees;
- (f) responds to identified hazards related to practices, materials and substances;
- (g) ensures personal protective equipment is available and used;
- (h) provides appropriate measures and actions to protect the public;
- (i) initiates, reports and takes immediate action to investigate accidents and incidents that require notification to the Workers' Compensation Board.

\_\_\_\_\_  
Signature of Contractor (or Agent)

\_\_\_\_\_  
Signature of Town of Osoyoos

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Municipal Buildings Caretaker Contract**

**Bid Form**

Bid from: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(address)  
\_\_\_\_\_  
(Phone number)

To: Town of Osoyoos  
8707 Main Street  
Osoyoos BC V0H 1V0

The undersigned agrees to supply all maintenance necessary to provide janitorial/maintenance services for the following municipal buildings: Town Office, Upstairs of Fire Hall, Development Services, Public Works Workshop.

The bid price for the janitorial maintenance services described in accordance with these Contract Documents is:

Total Bid Price: \$ \_\_\_\_\_, per month, plus HST

Hourly rate for emergency call outs \$ \_\_\_\_\_, per hour, plus HST

Written Bid Price:  
\_\_\_\_\_

Dated At: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
(Signature)

**All bids shall be sealed and forwarded to the Director of Corporate Services, Town of Osoyoos, Box 3010, 8707 Main Street, Osoyoos BC, V0H 1V0. Please mark the sealed envelope with the words "Osoyoos Municipal Buildings Caretaker". The deadline for submissions is 2:00 p.m. Thursday, September 23, 2010.**

The Town is under no obligation to accept the lowest or any tender and may accept the tender which the Town considers most advantageous to itself.

**Tenders will only be considered complete if all required information is provided including total costs to provide service, name of company, contact person, address and phone number, experience of the bidder, and all other relevant information pertinent to the position of Municipal Buildings Caretaker.**

**Tender documents must be signed in order to be considered complete.**