

VILLAGE OF PORT CLEMENTS

Instructions to Bidders

1. BID CALL

It is the intent of the VILLAGE OF PORT CLEMENTS (the "Owner") to obtain formal bids from the bidders receiving bid documents to provide the services as fully described in the Contract Documents for a stipulated price.

2. PROJECT NAME AND ADDRESS

CUSTODIAL CONTRACT FOR VILLAGE OF PORT CLEMENTS

36 CEDAR AVENUE WEST
36 PARK STREET (COMMUNITY PARK BATHROOMS)
287 BAYVIEW DRIVE (OFF-SEASON CLEANING – PARK BATHROOMS)
Port Clements, BC

3. CLOSING DATE AND TIME

Bids will be received by the Owner no later than the following closing date and time:

1:00 pm on July 24th, 2020

Bids received after the above noted time will be rejected or discarded without being considered. Bids will be opened in public meeting of Council at the Regular at the Regular Council Meeting held at 7:00 pm in Council Chambers on Tuesday, August 4th, 2020 and awarding of the contract will be approved by Council at the August 17th, 2020 Regular Council Meeting.

4. QUERIES

If during preparation of a bid, the bidder should find discrepancies, ambiguities, errors or omissions in the Contract Documents, it shall refer such queries to the Owner for clarification. Direct questions in writing to:

Ruby Decock, Chief Administrative Officer
36 Cedar Avenue West, PO Box 198
Port Clements, BC
V0T 1R0
Email: cao@portclements.ca

If deemed necessary by the Owner, an addendum will be issued to all persons receiving the bid documents. The Owner shall not be responsible for verbal interpretation or corrections. Only

addenda in writing will be considered in interpreting the Contract Documents. The Owner shall be responsible for failure of any bidders to receive any such Addenda. Addenda will be posted on the Village of Port Clements website.

5. STATEMENT OF QUALIFICATIONS

Bidders must include with the Bid Documents a statement of qualifications (i.e., resume) showing how they are qualified to successfully carry out the duties described in the Contract Documents. Failure to supply a statement of qualifications may result in a bid being rejected by the Owner.

6. BID AND CONTRACT DOCUMENTS

The Contract Documents include the Bid Form, the specifications attached to the Bid Form and all Addenda issued by the Owner. The Bid Documents include these instructions to Bidders and the Contract Document. Bid and Contract Documents are available at the following location:
Village of Port Clements Website: www.portclements.ca
36 Cedar Avenue West, Port Clements, BC

7. EXAMINATION OF BIDDING DOCUMENTS

Upon receipt of bid documents, verify that documents are complete; notify the Owner if documents are found to be incomplete or in error. If the Bidder, while examining the site or Contract Documents finds any discrepancy, inaccuracy or deviation between the existing conditions and the Contract Documents between part of the Contract Documents and any other part, then it shall so inform the Owner so that clarification or revision may be issued. If such an interpretation is not requested, bids will be presumed to be based upon the interpretation or directions that may be made subsequently by the Owner after award of the Contract, in accordance with the provisions of the Contract Documents.

8. SITE EXAMINATION

Bidders are responsible to examine the site prior to submitting a bid to be familiar with all conditions at the site and make allowance for such conditions in the bid. By submitting a bid, a bidder represents that it has examined the site, or has specifically elected not to. Claims for additional costs will not be considered with respect to existing conditions that could have been reasonably ascertained by an inspection of the site to the bid closing date.

9. ADDENDA

Requests for interpretation of the bid documents or inquiries of any nature relating thereto shall be made to the Owner. Such inquiries shall be made in writing. The Owner will consider all such inquiries and any clarification or revision to the bid documents resulting from such inquiries will be given to all bidders through the issue of addenda. The Owner will not acknowledge any

interpretation or information given to any party verbally. Should addenda to the bid documents required for any reason, it is the Owner's intention not to issue addenda during the period of five (5) days prior to the bid closing date and time. Inquiries should, therefore, be made in advance of this period. All addenda become part of the Contract Documents. Upon receipt of addenda, verify documents are complete; notify the Owner immediately if documents are found to be incomplete or in error.

10. SUBMISSION INSTRUCTIONS AND BID FORM

Bidders are solely responsible for delivery of their bids in the manner and time prescribed. Submit the complete Bid Form either by fax to the Owner at the following number: (250) 557-4568, or in a sealed envelope marked and delivered to the Owner as follows:

Bid For: CUSTODIAL CONTRACT FOR VILLAGE OF PORT CLEMENTS

Addressed: Attention: Ruby Decock, CAO
Village of Port Clements
36 Cedar Avenue West, Port Clements, BC

Bids shall be submitted on the Bid Form provided. All blank spaces on the Bid Form must be filled in, and failure to do so may render the bid invalid. Bid Form shall be properly signed and dated. A certified copy of a resolution naming the person or persons as authorized to sign the Agreements for and on behalf of the corporation shall be submitted to the Owner if requested. Where a bidder is a partnership, the Bid Form shall be signed by the general partner or the partner with the authority to bind all partners. Where the bidder is a sole proprietor, the Bid Form shall be signed by the proprietor and witnessed. Bidders are advised to submit with the Bid Form written details of relevant previous experience, including nature of work performed, dates, locations and contract information for references.

11. REVISIONS TO A SUBMITTED BID

Revisions to the bid will be accepted provided they are received on or before the closing date and time. Revisions must be in writing; no telephoned messages will be accepted. Where bids are revised by fax, the bidder must obtain confirmation of receipt of faxes; the Owner will not be responsible for faxes that have not had their receipt confirmed. Faxes will be hand stamped with the date and time of receipt at the office where they are received; the machine generated time will not be taken as time of receipt. A revised price is not to be given. Only the addition to or deduction for the Bid Price is to be stated.

12. IRREGULARITIES

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind, may at the discretion of the Owner, be declared informal and rejected.

13. DURATION OF THE OFFER

In submitting bids, the bidder agrees that its bid will remain firm and open for acceptance by the Owner for a period of sixty (60) days from the bid closing date and time. The bid form constitutes an irrevocable offer by the bidder to perform the services described in the specifications on the terms described in the Contract Documents.

14. NOTICE OF AWARD

The successful bidder will be notified and its bid accepted by a "Notice of Award" letter issued by the Owner and following receipt of the following information, the Owner will execute and forward the Contract Document to the Contractor.

- a. Certificate of good standing from the Worker's Compensation Board;
- b. Proof of insurance coverage; and
- c. Proof that the Contractor has a valid business license.

The above information shall be submitted to the Owner within (7) business days after the date of the "Notice of Award" letter. The Owner shall only be bound by the Contract Document upon execution and delivery of the Contract Document to the successful bidder.

15. OWNER'S RIGHTS IN SELECTING THE SUCCESSFUL BIDDER

Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Bidders or any other Bid of Contract Documents, the Owner reserves the right to reject any or all of the bids and to accept any bid it considers advantageous and, without limitation:

- a. The Owner shall not be obliged to accept the lowest or any other tender and may in its discretion reject any or all tenders without giving reasons, provided that, without limiting the foregoing, any tender may be rejected if:
 - i. The bidder's financial or work references are, in the opinion of the Owner, unsatisfactory; or
 - ii. In the opinion of the Owner, the bidder appears to be unable to fully and properly perform its contractual obligations during the whole life of the contract; or
 - iii. The contract must be cancelled due to the Owner's changing circumstances; or
 - iv. Information becomes available after bid closing which significantly changes the scope or extent of the services required by the Owner; or
 - v. It exceeds the Owner's budget;
- b. if only one tender is received, then the Owner may in its discretion either accept or reject that tender;
- c. the Owner may, in its discretion, either waive any non-compliance with tender documents or specifications, or reject any tender which contains qualifying conditions, does not comply with tender documents or specifications, or has not been submitted in accordance with the instructions to bidders or any other contractual documents;
- d. the Owner may, prior to contract award, negotiate changes to the scope of work or to the contractual documents with the lowest qualified bidder or any one or more bidders,

without having any duty or obligation to advise any other bidders or to allow them to vary their bids as a result of changes to the scope of work to the contractual documents, and the Owner may enter into a changed contract or a different contract with the lowest qualified bidder or with any other bidder, without any liability to any bidder or subtrade bidders who are not awarded a contract or subcontract;

- e. no bidder or subtrade bidder shall have or assert any claim that a contract award was made otherwise than in accordance with the tender documents, and all bidders and subtrade bidders by submitting bids waive all claims for loss, expense and damages whatsoever that they may otherwise have a result or arising from any contract award not made in accordance with the express or implied terms of the tender documents; and
- f. any tender or procurement guidelines or policies that may at anytime be adopted by or applicable to the Owner shall not give rise to any legal rights on the part of any bidder, subtrade bidder or other party as against the Owner and any variance from or failure to comply with any such guidelines or policies shall not in any event result in any liability of the Owner to any bidder, subtrade bidder or other party.