



REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES – TOWN OWNED BUILDINGS

RFP #: #2021-002

ISSUED ON: JUNE 9, 2021

CLOSING DATE AND TIME: JUNE 30, 2021 AT 2:00PM LOCAL TIME

NON-MANDATORY SITE MEETING: 10:00AM ON JUNE 22, 2021 AT MAIN ENTRANCE TO
TOWN OFFICE, 6150 MAIN STREET, OLIVER, BC.

Summary, Contents & Instructions:

Summary:

Through this Request for Proposals, the Town of Oliver invites Proposals for the supply of janitorial services for the following Town-owned buildings:

- Town Municipal Hall– 6510 Main St, Oliver, BC
- Finance Building & Council Chamber– 6173 Kootenay Street, Oliver, BC
- Public Works Building – 5971 Sawmill Road, Oliver, BC.
- Fire Hall – 369 Similkameen Ave, Oliver, BC.

The contract resulting from this RFP is due to commence on August 1, 2021 and will be for a term of three years, expiring on July 31, 2024. The contract term may be extended by two further one-year periods at the Town’s sole discretion, and subject to mutual agreement with the Contractor on pricing and terms for the extension period.

This RFP document sets-out: the details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal.

Contents:


This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the Town will enter into with the selected Contractor
- **Part D: Submission Forms** – the details a Respondent should submit in their Proposal

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
---	---

Part A: The Services



This Part A provides details on the janitorial services for Town owned buildings (collectively the “Services”) required by the Town of Oliver. Respondents should ensure they are fully capable of providing all of the service requirements outlined, as this section will form the scope of work in the final Contract.

1. Background:

1.1. Town of Oliver: further details and background on the Town of Oliver (the “Town”) can be found at the Town’s website: www.oliver.ca

1.2. Town-Owned Buildings & Past Services: the Town owns and operates the following buildings / facilities:

- Town Municipal Hall – 6510 Main St, Oliver, BC
- Finance Building & Council Chamber– 6173 Kootenay Street, Oliver, BC
- Public Works Building – 5971 Sawmill Road, Oliver, BC.
- Fire Hall – 369 Similkameen Ave, Oliver, BC.

In recent years, janitorial / cleaning services have been provided for the buildings by a third-party contractor. A consistent standard and schedule of janitorial services at the facilities is important to ensure support to Town operations. The required objective of the Services is to maintain all buildings in such a manner that the building provides a clean, healthy, and safe work environment for Town staff and visitors.

2. Contract Term:

The Services shall be provided for the Contract Term, commencing on August 1, 2021 and expiring on July 31, 2024. The contract term may be extended by two further one-year periods at the Town’s sole discretion, and subject to mutual agreement with the Contractor on pricing and terms for the extension period. Should all extension options be exercised, this would result in a total contract term of approximately 5 years.

3. Services Required (Scope of Work):

The following section details the janitorial services, tasks and requirements to be performed by the Contractor (collectively referred to as the “Services”):

3.1. General Requirements / Services Summary:

The Contractor shall provide the Services detailed herein for the 5 buildings in accordance with the following table:

BUILDING LOCATION	AREA (SQUARE FEET) COVERED BY SERVICE	DAYS/SCHEDULE REQUIRED FOR PROVIDING SERVICES	GENERAL COMMENTS
1. Town Municipal Hall	Main Floor – 2489 sqft Upstairs – 1456 sqft Downstairs – 1682 sqft	Tuesday, Thursday, plus one additional day (flexible Friday, Saturday or Sunday) Cleaning each week during the Term.	Meeting room, offices, reception area, 3 washrooms, staff lunch room, occasional users in the basement.
2. Finance Building	1769 sqft	Tuesday, Thursday, plus one additional day (flexible Friday, Saturday or Sunday) Cleaning each week during the Term.	Meeting room, offices, reception area, 3 washrooms, staff lunch room.
3. Council Chambers and Washroom	Council Chamber - 747 sqft Washroom - 63 sqft	Clean once every two weeks during the Term.	Used for Council meetings every Monday except the 5 th Monday of any month. Also may be used by other Council sponsored groups.
4. Fire Hall	Main Floor – 1300 sqft Upstairs – 1300 sqft	Clean every week (on Wednesday) during the Term	Offices, radio room, washrooms, briefing room, common room. Note: Lounge, kitchen area (excluding floors) and shop area of the fire hall are maintained by the Oliver Fire Department
5. Public Works Building	2800 sqft Upstairs & Downstairs Office Space (not shop)	Clean every weekday day (Monday through Friday) during the Term.	Meeting room, offices, 2 washrooms, staff lunch room, STP building.

- 3.1.1. Contractor to Provide: the Contractor shall provide all required labour, supervision, cleaning materials/supplies/products/solutions (except those detailed in 3.3 below) and equipment necessary to perform the Services, including all buildings, areas and at the days/schedules as detailed herein.

The Contractor shall be responsible for the procurement, safe storage, and use of all cleaning supplies, chemicals and solutions. A current copy of Material Safety Data Sheets (MSDS) for each chemical used on-site is to be stored by the Contractor in a binder located at each provided building closet, and must be easily accessible to Contractor and Town staff.

The Contractor shall discontinue using any cleaning chemicals and solutions which in the reasonable opinion of the Town may cause damage to the building or pose a health risk to building users.

3.1.2. Contractor Equipment: the Contractor shall provide the following minimum equipment during the Services:

- a) All major cleaning equipment (including vacuum cleaner), shall be able to satisfactorily clean low tight weave carpet pile.
- b) Contractor shall ensure vacuum does no markup or scratch corners and walls or bare floors.
- c) Provide a floor polisher for the Fire Hall.
- d) All equipment / cleaning supplies must be of industrial and commercial strength.
- e) Steam mop cleaner, suitable for laminate-wood flooring.

3.1.3. Other Service Requirements / Notes:

- a) **Supervisor**: The Contractor shall provide a Supervisor who shall supervise the Services. The Supervisor shall be the Contractor's main point of contact for the Town Representative, and shall provide the Town with a cell phone number where the Supervisor can be reached anytime during the hours of 12noon and 9pm on days where Services are due to be performed for the Town.
- b) **Keys / Security System Codes**: The Contractor will be provided with keys, access cards, and security system codes for the purposes of accessing and locking the buildings during the Services.

The Contractor must not label the keys, access cards with the name of the Town, or, make duplicate keys and shall take all care to prevent theft or loss of the keys and access cards. The Contractor shall provide a list of employee's name and addresses who are assigned or possess access cards, keys and security system codes. This list shall include the identification numbers of each access card, and key assigned. The Contractor shall not reassign any keys, or access cards, without prior approval from the Town Representative. All keys and access cards shall be returned upon the termination or cancellation of this Contract. Failure to return keys and access cards to the Town Representative, or, designate within three (3) working days will incur a fee of \$100.00 per day. Contractor shall contact the Town Representative, or, designate, not later than 10:00 a.m. next day after discovery, of a lost or stolen key, or access card(s). The Contractor will be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or access cards, including re-keying doors, gates or locks.

- c) **Notices**: Where deficiencies in cleaning are noted by the Town, the Town Representative will note the deficiencies by letter or email to the Janitorial Contractor, in accordance with the requirements for notices under the Contract.

Janitorial Services for Town Owned Buildings

- d) **Closet:** A specified closet will be provided by Town in each building for storage of janitorial supplies and equipment if desired. Supplies and equipment shall not be left elsewhere in the building with the exception of toilet tissue and paper towels.
- e) **Garbage Removal:** All garbage is to be removed from the premises each cleaning day and garbage from these buildings is to be disposed of at either the Public Works Yard or the Fire Hall external garbage containers. No garbage from any other locations, except Town buildings may be disposed of at these locations.
- f) **No Unauthorized Persons:** No dogs or children are allowed in the buildings when performing the Services.
- g) **Notebook:** A note book will be placed in each building to facilitate communication between Town and Contractor Representatives.
- h) **Hours:** The Contractor's hours of work shall begin after 3:30 p.m. at the Public Works Building, and after 4:30 p.m. for all other municipal buildings.
- i) **Lights / Lock:** Contractor shall ensure that all lights are switched off, and all exterior doors are locked and buildings alarmed after the completion of each period's tasks/services.

3.1.4. Town to Provide: the Contractor shall not provide any paper products (paper towel, toilet tissue), garbage bags or washroom soaps. All of these items will be supplied by the Town to the Contractor, for the Contractor to distribute as part of the Services. The Contractor must notify the Town Representative by email when these products are running low to allow for re-ordering.

3.2. Town Municipal Hall Service Specific Requirements:

The Contractor shall perform the following specific Service requirements at the Town Municipal Hall:

- a) Daily Tasks (Tues, Thurs, plus one additional day):
 - Empty all waste baskets including changing plastic bag liner when required and remove garbage from building
 - Dust mop, sweep, or damp mop floors and buff out marks when needed
 - Vacuum all carpets and rugs
 - Remove fingerprints from doors & partition glass
 - Clean and disinfect washroom fixtures and chrome fittings
 - Clean washroom mirrors
 - Disinfect toilets, toilet seats, toilet handles, and urinals
 - Clean and refill all toiletry dispensers
 - Wet mop (disinfect) washroom floors
 - Spot wash washroom walls, partitions, and doors
 - Clean entrances and lobby, damp mop as required due to weather
 - Check meeting rooms (wipe tables, side counters, mop floors)
 - Clean lunch rooms (wipe tables, appliances, counters, empty / load dishwasher).

- b) Weekly Tasks:
 - Dust chairs, tables, & other office furniture (excluding desks)

Janitorial Services for Town Owned Buildings

- Dust counters, file cabinets, office equipment, ledges, partition ledges, window sills
 - Disinfect stairwell bannisters and door knobs
 - Wash waste baskets
- c) Monthly Tasks:
- Dust walls, ceilings, & light fixtures
 - Vacuum window blinds
 - Dust or vacuum air grills
 - Wipe down front of counters and handles in lunchrooms, washrooms, and common areas.
- d) Bi-Monthly Tasks (every second month):
- Basement storage area (located at Town Office) – vacuum, damp mop, dust windowsills, windows, ledges, & remove all cobwebs from ceiling.
- e) Twice-Yearly Tasks (April and September):
- Wash all windows (interior only) & light fixtures.
 - Wash walls, doors, & partitions.
 - Remove all floor wax and refinish.
 - Clean baseboards of any waxy residue after floor waxing.
 - Steam clean or shampoo all carpets.

3.3. Finance Building Service Specific Requirements:

The Contractor shall perform the following specific Service requirements at the Finance Building:

- a) Daily Tasks (Tues, Thurs, plus one additional day):
- Empty all waste baskets including changing plastic bag liner when required and remove garbage from building
 - Dust mop, sweep, or damp mop floors and buff out marks when needed
 - Vacuum all carpets and rugs
 - Remove fingerprints from doors & partition glass
 - Clean and disinfect washroom fixtures and chrome fittings
 - Clean washroom mirrors
 - Disinfect toilets, toilet seats, toilet handles, and urinals
 - Clean and refill all toiletry dispensers
 - Wet mop (disinfect) washroom floors
 - Spot wash washroom walls, partitions, and doors
 - Clean entrances and lobby, damp mop as required due to weather
 - Check meeting rooms (wipe tables, side counters, mop floors)
 - Clean lunch rooms (wipe tables, appliances, counters, empty / load dishwasher)
- b) Weekly Tasks:
- Dust chairs, tables, & other office furniture (excluding desks)
 - Dust counters, file cabinets, office equipment, ledges, partition ledges, window sills
 - Disinfect stairwell bannisters and door knobs

Janitorial Services for Town Owned Buildings

- Wash waste baskets
- c) Monthly Tasks:
 - Dust walls, ceilings, & light fixtures
 - Vacuum window blinds
 - Dust or vacuum air grills
 - Wipe down front of counters and handles in lunchrooms, washrooms, and common areas.
- d) Twice-Yearly Tasks (April and September):
 - Wash all windows (interior only) & light fixtures.
 - Wash walls, doors, & partitions.
 - Remove all floor wax and refinish.
 - Clean baseboards of any waxy residue after floor waxing.
 - Steam clean or shampoo all carpets.

3.4. Council Chambers & Washrooms Specific Requirements:

The Contractor shall perform the following specific Services requirements at the Council Chambers and Washrooms:

- a) Bi-Weekly Tasks (every 2 weeks):
 - Empty all waste baskets including changing plastic bag liner when required
 - Vacuum and spot clean carpet
 - Vacuum cloth chairs
 - Remove fingerprints from all glass and painted surfaces
 - Dust all horizontal surfaces
 - Dust all furniture and equipment
 - Mop floor of front entrance
 - Remove fingerprints from front entrance doors and windows
 - Dust front entrance walls and horizontal surfaces
 - Clean and disinfect washroom fixtures and chrome fittings
 - Clean washroom mirror
 - Disinfect toilet, toilet seat, and toilet handle
 - Clean and refill all toiletry dispensers
 - Wet mop (disinfect) washroom floor
 - Spot wash washroom walls and door

3.5. Fire Hall:

The Contractor shall perform the following specific Services requirements at the Fire Hall:

- a) Weekly Tasks (on Wednesdays)
 - Empty all waste baskets including changing plastic bag liner when required and remove garbage from building
 - Clean and disinfect washroom fixtures and chrome fittings
 - Clean washroom mirrors

Janitorial Services for Town Owned Buildings

- Disinfect toilets, toilet seats, toilet handles, urinals, and showers with germicidal detergent
- Sweep and damp mop concrete floor in washroom (disinfect)
- Clean and refill all toiletry dispensers
- Dust mop tile floors using a dust control method in lounge, kitchen, offices, radio room, briefing room, and common areas

b) B-Weekly Tasks (once every two weeks):

- Wash floors in lounge, kitchen, offices, radio room, briefing room, common areas including stairwell.

c) Monthly Tasks:

- Wash and buff tiles in lounge, kitchen, offices, radio room, briefing room, common areas, and upstairs classroom
- Dust windowsills, window blinds and all horizontal surfaces in lounge, offices, radio room, briefing room, common areas, and upstairs classroom
- Wash all steel dividing walls in washrooms with germicidal detergent
- Clean all doors and windows
- Remove garbage from upstairs classroom

d) Quarterly Tasks:

- Remove all floor wax and refinish to a deep shine.

e) Twice-Yearly Tasks (April & September):

- Wash all windows (interior and exterior windows) & light fixtures
- Wash walls, doors, & partitions
- Clean baseboards of any waxy residue after floor waxing
- Steam clean or shampoo all carpets

3.6. Public Works Building Service Specific Requirements:

The Contractor shall perform the following specific Service requirements at the Public Works Building:

f) Daily Tasks (every weekday – Monday to Friday)

- Empty all waste baskets including changing plastic bag liner when required and remove garbage from building
- Dust mop, sweep, or damp mop floors and buff out marks when needed
- Vacuum all carpets and rugs
- Remove fingerprints from doors & partition glass
- Clean and disinfect washroom fixtures and chrome fittings
- Clean washroom mirrors
- Disinfect toilets, toilet seats, toilet handles, and urinals
- Clean and refill all toiletry dispensers
- Wet mop (disinfect) washroom floors
- Spot wash washroom walls, partitions, and doors

Janitorial Services for Town Owned Buildings

- Clean entrances and lobby, damp mop as required due to weather
- Check meeting rooms (wipe tables, side counters, mop floors)
- Clean lunch rooms (wipe tables, appliances, counters, empty / load dishwasher).

g) Weekly Tasks:

- Dust chairs, tables, & other office furniture (excluding desks)
- Dust counters, file cabinets, office equipment, ledges, partition ledges, window sills
- Disinfect stairwell bannisters and door knobs
- Wash waste baskets

h) Monthly Tasks:

- Dust walls, ceilings, & light fixtures
- Vacuum window blinds
- Dust or vacuum air grills
- Wipe down front of counters and handles in lunchrooms, washrooms, and common areas.

i) Twice-Yearly Tasks (April and September):

- Wash all windows (interior only) & light fixtures.
- Wash walls, doors, & partitions.
- Remove all floor wax and refinish.
- Clean baseboards of any waxy residue after floor waxing.
- Steam clean or shampoo all carpets.

4. Liquidated Damages for Unsatisfactory Performance:

Should the Contractor not perform the Services in accordance the requirements detailed herein, then the Town and the Contractor shall following the procedure outlined below:

- a) Notice of Unsatisfactory Performance: In the event the Town deems the Contractor is not performing the Services in accordance with the requirements detailed herein, the Town Representative shall first notify the Contractor Representative by telephone (followed by confirmation in writing by email). The Contractor shall have two (2) hours from the time of the telephone call to initiate corrective action for any specific issue detailed.
- b) Self-Perform in the Event No Corrective Action Taken: In the event the Contractor has not responded within the allotted two (2) hours to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory Service performance within the two (2) hour time frame after notification as described above, the Town has the right to immediately complete the tasks to its satisfaction, through use of Town employees, other contractors, subcontractors or agents at a rate equal to the Town employee's hourly rate plus twenty percent (20%) for Town administrative costs, or through use of outside contractor(s) at the rate charged to the Town plus twenty percent (20%) to cover Town administrative costs. The Town shall deduct that total amount from any balances due or which may become due to the Contractor on the next monthly invoice.

- c) Continued Unsatisfactory Performance: In the event that the Town deems the Contractor has not performed the Services in accordance with the requirements detailed herein over a period of 5 calendar days (which do not have to be consecutive days), then the Town shall deem this to be an Event of Default, as defined in the Contract and take steps to terminate the Contract as per the terms of the Contract.

5. Extra Work:

The Town may, from time to time, request the Contractor to perform extra work which is over and above the Services. Examples may include cleaning following special events. Such extra work must be requested and confirmed in advance by the Town Representative in writing. Compensation for such extra work shall be at the hourly rates for extra work as detailed in the Contract. It is expressly understood that the Contractor shall receive no compensation for any extra work whatsoever unless such extra work and the total extra compensation amount have been confirmed by the Town Representative in writing in advance.

6. Other Requirements:

For the duration of the Contract Term, the Contractor shall maintain the following:

- a) **Business License**: the Contractor shall have a valid business license for the Services at the Town of Olver.
- b) **WorksafeBC Coverage**: the Contractor shall maintain WorksafeBC Coverage, with a status of 'active' and 'in good-standing'. Status will be confirmed through a WorksafeBC Clearance Letter, if requested by the Town. The Contractor shall be the Prime Contractor for the Services at each building, as per the definition of 'Prime Contractor' detailed in the Worker's Compensation Act.
- c) **Insurance**: the Contractor shall provide the insurance coverage as detailed in the Contract (Part C of the RFP).
- d) **Bond**: the Contractor shall provide the Town with a Comprehensive Dishonesty, Disappearance and Destruction Bond for Commercial Business in an amount of \$25,000, as detailed in the Contract (Part C of the RFP).

Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the Town, and how the Contractor will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. Questions Regarding this RFP:

Any question a Respondent has related to this RFP process must be submitted to the Town through the Bids & Tenders System by clicking on the “Submit a Question” button for the specific bid opportunity.

Questions regarding this RFP must not be submitted to the Town via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the Bids & Tenders System. Information obtained from any source other than the Town through the Bids & Tenders System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the ‘Deadline for Questions’ detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the Town shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the Town’s discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	June 9, 2021
Site Meeting Date	June 22, 2021 at 10:00 AM Local Time
Deadline for Questions	June 23, 2021
Last Day for Issue of Addenda	June 25, 2021
RFP Closing Date and Time:	June 30, 2021 at 2:00 PM Local Time
Contract Execution Date (estimated)	July 12, 2021
Contract Start Date	August 1, 2021

1.3. Site Meeting Details:

A non-mandatory site meeting will be held at the following time and place to receive any questions Respondents may have before submitting a Proposal:

- 10:00am, June 22, 2021 at the main entrance to the Town of Oliver Municipal Hall, 6510 Main St, Oliver, BC.

- To attend the site meeting, we request the Respondent to have registered as a plan-taker in the Bids&Tenders System for this RFP.
- The following requirements shall apply due to the COVID-19 Pandemic:
 - Absolutely **no more than 2 attendees per Respondent** are allowed to attend.
 - All attendees must **follow the 2-metre social distancing** requirement and **masks must be worn**. Masks will not be issued by the Town. Attendees not wearing a mask will be asked to leave.

1.4. Submission of Proposals (Location, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Electronic Submissions Only:** Proposals must be submitted electronically through the Town's online *Bids & Tenders System* at <https://interiorpurchasing.bidsandtenders.ca>. Proposals sent by Email, paper copy, fax, or other methods will not be accepted.
- **RFP Closing Date and Time:** Electronic Proposals must be completed and confirmed as 'submitted', in accordance with the submission requirements of the *Bids & Tenders System* instructions, no later than the RFP Closing Date and Time detailed in section 1.2. The RFP Closing Date and Time shall be determined by the *Bids & Tenders System* web clock. Late submissions are not permitted in the *Bids & Tenders System*.
- **Format:** A Proposal must be submitted in accordance with the *Bids & Tenders System* submission requirements, which will include submitting all of the information required in the forms listed under Part D – Submission Forms, of this RFP.
- **Bids & Tenders System Instructions:**
 - All Respondents shall have a *Bids & Tenders System* 'Vendor Account' and shall be registered as a 'Plan Taker' for this RFP opportunity, which will enable the Respondent to follow the on-screen instructions to: download the RFP document; receive addenda email notifications; download addenda; and submit a Proposal electronically through the *Bids & Tenders System*.
 - Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal (also referred to in the system as the "Bid") is received by the *Bids & Tenders System* and not when a Proposal is submitted. Uploading of Proposals can be delayed due to file transfer size, transmission speed and other factors. For this reason, it is recommended that Respondents allow sufficient time to upload their Proposal, including all attachments and other submission details.
 - If any problems are encountered in using the *Bids & Tenders System*, Respondents should contract the *Bids & Tenders Support* team at support@bidsandtenders.ca at least 24 hours prior to the RFP Closing Date and Time.
 - Once a Proposal is successfully submitted, the *Bids & Tenders System* will send a confirmation email to the Respondent advising that the Proposal was submitted successfully. If this confirmation email is not received, Respondents should contact support@bidsandtenders.ca.

- Attachments uploaded to the *Bids & Tenders* System must not exceed 20MB in total file size.

The Town of Oliver, including its Purchasing Agent – The Interior Purchasing Office Inc. assumes no responsibility for the receipt of Proposals where the instructions detailed above, or on the *Bids & Tenders* System, have not be complied with.

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the Town in accordance with Section 5 of this Part B.
- 2.2. “Bid”, “Bids” or “Tenders” are terms used in the *Bids & Tenders* System and mean either the RFP opportunity within the system, or an aspect of the RFP opportunity, depending on the context. The use of these terms in no way infer that this RFP is an irrevocable bid or tender process.
- 2.3. “*Bids & Tenders* System” means the Town’s online bidding platform, which all Respondents must register, login and follow in order to submit a Proposal to this RFP. The *Bids & Tenders* System is accessed at <https://interiorpurchasing.bidsandtenders.ca>.
- 2.4. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the Town and the successful Respondent to this RFP.
- 2.5. “Contractor” means the successful Respondent to this RFP who enters into a Contract with the Town.
- 2.6. “Town” means the Town of Oliver.
- 2.7. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
- 2.8. “Respondent” means a person or entity that submits a Proposal to this RFP.
- 2.9. “RFP” means this Request For Proposals # 2021-002, including all Parts A to D.
- 2.10. “RFP Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B. The time will be determined by the *Bids & Tenders* System web clock.
- 2.11. “Section” means the numbered section of the referenced part of this RFP.
- 2.12. “Services” means the Services which the Town seeks to be provided by the Contractor, as outlined in Part A.
- 2.13. “Subcontractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B.

4. **Withdrawal of a Proposal by Respondent:**

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Respondent should amend the Proposal through the *Bids & Tenders* System. To withdraw a Proposal after the Closing Date and Time, the Respondent should submit a request in writing to: Attn: Darren Bjornson – Deputy Director of Operations, Town of Oliver, 5971 Sawmill Road, Oliver, BC. V0H 1T0.

5. **Addenda Issued by Town:**

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the RFP opportunity on the *Bids & Tenders* System. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Town may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents will be requested to acknowledge any addenda issued through the *Bids & Tenders* System before they can submit a Proposal.

6. **Evaluation of Proposals & Award of Contract:**

The Town will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include Town employees and the Town’s Purchasing Agent. The Town’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

6.1. **Mandatory Criteria:**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:
The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 1.4

6.2. **Scored Criteria:**

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Total Fixed Contract Price (based on Appendix A submission)	40%	NA
Suitability of Methodology (based on Appendix B submission)	20%	30

Suitability of Experience & References (based on Appendix C submission)	30%	30
Suitability of Team (based on Appendix D submission)	10%	30

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Fixed Contract Price: Total Fixed Contract Price will be scored relative to other Respondents' Total Fixed Contract Prices using the following formula:
 - $(\text{Lowest Total Fixed Contract Price} \div \text{Respondent's Total Fixed Contract Price} \times 100) \times \text{Weighting} = \text{Weighted Score}$
- Other Criteria: All other criterion (except Total Fixed Contract Price) will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score. Scoring out of 100 will be completed in accordance with the Scoring Method shown in each Submission Form of Part D.

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the Town will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the Town finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the Town may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the Town to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the Town may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the Town. In the event that two or more Proposals have an equal total weighted-scored, then the Respondent with the Lowest Total Fixed Contract Price will be invited to enter into a Contract with the Town.

6.6. Conclusion and Execution of a Contract

Neither the Town nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the Town, to conclude a Contract, it is expected that the Town and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The Town would seek to execute a Contract within 7 days of issuing an invitation to the Respondent to conclude a Contract. If the Town and Respondent do not, for any reason, execute a Contract within this time-period, the Town may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The Town may then continue this process until a Contract is executed, or there are no further Respondents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions with a Respondent if at any time the Town is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. Only One Entity as Respondent:

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The Town will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Respondent may include the Subcontractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All Subcontractors to be used in the Service must be clearly identified in the Proposal.

7.3. Proposals to Contain All Content in Prescribed Forms:

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information which is not submitted within the Proposal.

7.4. References and Experience:

In evaluating a Respondent's experience, as per the scored criteria, the Town may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the Town's own experience with the Respondent.

7.5. RFP Scope of Work is an Estimate Only:

While the Town has made every effort to ensure the accuracy of the Services described in this RFP, the Town makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. Respondent's Expenses:

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. Retention of Proposals and FOIPPA:

All Proposals submitted to the Town will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the Town's obligations under FOIPPA and the Town's limited ability to refuse to disclose third party information pursuant to FOIPPA.

7.8. Notification and Feedback to Unsuccessful Respondents:

At any time up until or after the execution of a written Contract with the Contractor, the Town may notify unsuccessful Respondents in writing through the *Bids & Tenders* System that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with a Town representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the Town's sole discretion in order to protect the confidentiality of other Respondents and the Town's commercial interest.

7.9. Conflict of Interest:

All Respondents must disclose an actual or potential conflict of interest, by answering the questions related to Conflict of Interest that are requested of Respondents by the *Bids & Tenders* System when submitting a Proposal. The Town may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and Town employees directly involved in the RFP evaluation or contract conclusion) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

7.10. Confidentiality:

All information provided to Respondents by the Town as part of this RFP process is the sole property of the Town and must not be disclosed further without the written permission of the Town.

7.11. No Contract A and No Claims:

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Respondent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute a Contract with the Respondent for any reason whatsoever.

7.12. Right to Cancel RFP:

Although the Town fully intends to conclude a Contract as a result of this RFP, the Town may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.13. Governing Law and Trade Agreements:

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

7.14. Regional Town Rights:

The Regional Town reserves the right to:

- (a) make public the names of any or all Respondents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Proposal;
- (d) assess and evaluate a Respondent's Proposal on the basis of:
 - (i) its sole opinion considering the evaluation criteria listed; and
 - (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (f) verify with any Respondent or with a third party any information set out in a Proposal;

- (g) check references other than those provided by any Respondent;
- (h) disqualify a Respondent, rescind a notice of selection or terminate a contract subsequently entered into if the Respondent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a Respondent that the Town considers provides the best value to the Town and other than the Respondent whose Proposal reflects the lowest cost to the Town;
- (j) cancel this RFP process at any stage in whole or in part at any time for any reason; or reject any or all Proposals;
- (k) issue another request for Proposals for the same or similar Work or on the same or different terms, sole source the Contract to anyone, or do nothing further, without liability to any Respondent or non-Respondent;
- (l) enter into discussion with one or more of the Respondents without such discussions in any way creating a binding contract between the Town and any such Respondent;
- (m) negotiate changes to the scope of Work with any one or more Respondents without having any duty or obligation to advise any or all other Respondents;
- (n) change the date to accept a Proposal; or
- (o) accept any Proposal in whole or in part.

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

7.15. Limitation of Liability

By submitting a Proposal, each Respondent agrees that:

- (a) neither the Town nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Respondent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Proposal, loss of profit or loss of opportunity by reason of the Town's decision not to accept the Proposal submitted by the Respondent, to enter into the Contract or another agreement with any other Respondent or to cancel this procurement process, and the Respondent shall be deemed to have agreed to waive such right or claim.

7.16. Contract Subject to Financing, Council Approval and Applicable Enactments

Execution of the Contract is subject to available financing by the Town, the approval of the Town's municipal council.

Part C: The Contract



This Part C details the Contract terms and conditions that the Town will enter into with the Contractor at the conclusion of the process outlined in Section 6.6 of Part B.

CONTRACT FOR THE PROVISION OF JANITORIAL SERVICES FOR TOWN OWNED BUILDINGS

THIS AGREEMENT made as of the _____ day of _____, 20__ (the “Effective Date”)

BETWEEN:

Town of Oliver,
6150 Main Street,
Oliver, BC. V0H 1T0
(the “Town”)

AND:

Contractor,

(the “Contractor”)

WHEREAS:

- A. The Town requires the provision of janitorial services (the “Services”), as described herein and wishes to engage the Contractor to perform the said Services.
- B. The Contractor has agreed to perform the said Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 **Definitions.** In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:

- a. “Agreement” means this Agreement for the provision of the Services, inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- b. “Applicable Laws” means all statutes, regulations, bylaws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Services, all as may be in force from time to time;
- c. “Business Day” means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- d. “Consumables” means any consumables or goods which are provided as part of the performance of the Services, as detailed in Schedule B;

Janitorial Services for Town Owned Buildings

- e. "Contract Documents" means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- f. "Contractor's Personnel" means the Contractor's staff who are assigned to this Agreement to undertake the Services;
- g. "Effective Date" has the meaning set out above;
- h. "Event of Default" has the meaning set out in Section 19.2 of this Agreement;
- i. "GST" means the Goods and Services Tax payable pursuant to the Tax Legislation;
- j. "Losses" means in respect of any matter all:
 - i. direct or indirect, as well as
 - ii. consequential,claims, demands, proceedings, actions, causes of action, losses, damages, liabilities, deficiencies, penalties, costs and expenses (including without limitation all legal fees and disbursements on a solicitor and client basis and other professional fees and disbursements), interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- k. "Premises" means the Town -owned buildings as detailed in Schedule A;
- l. "Project Manager" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 21 of this Agreement, and is subject to change in accordance with Section 21.5 of this Agreement;
- m. "Proposal" means the response to the RFP submitted by the Contractor on _____, 20__ together with all correspondence between the Town and the Contractor related thereto;
- n. "RFP" means the Request for Proposals #2021-002 issued on _____, 20__;
- o. "Services" means the janitorial services for Town owned buildings, as described above and more fully detailed in Schedule A of this Agreement;
- p. "Service Specifications" has the meaning set out in Section 5.1;
- q. "Services Start Date" means the date the Contractor commences providing the Services to the Town, as detailed in Schedule A;
- r. "Services End Date" means the date the Contractor ceases providing the Services to the Town, as detailed in Schedule A;
- s. "Standard of Work" means the highest of:
 - i. the standard imposed by law;
 - ii. the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - iii. the standard set forth in the Proposal;
 - iv. the standard set forth in the RFP; and
 - v. the standard otherwise prescribed in this Agreement;
- t. "Subcontractors" means the independent consultants, agents, associates, subcontractors and other third parties retained by the Contractor with the Town's consent to assist in the performance of the Services;
- u. "Tax" means GST, PST and any other similar tax imposed by Tax Legislation;
- v. "Tax Legislation" includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;

Janitorial Services for Town Owned Buildings

- w. "Term" has the meaning set out in Section 4.3; and
- x. "WorkSafeBC Legislation" means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant thereto, including the Occupational Health and Safety Regulation.

1.2 Interpretation. In this Agreement, including the recitals and Schedules to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- a. the recitals and heading to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- b. each reference in this Agreement to "Section" or "Schedule" is to a Section of, and a Schedule to, this Agreement unless otherwise specified;
- c. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- d. each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- e. words importing the singular include the plural and vice versa and words importing gender include all genders;
- f. references to time of day or date mean the local date or time in the Pacific Time Zone of British Columbia;
- g. all references to money means lawful currency of Canada;
- h. the word "enactment" has the same meaning as defined in the *Interpretation Act* (British Columbia);
- i. the word "written" includes printed, typewritten, faxed, emailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- j. the words "include" and "including" are to be construed as meaning "including, without limitation".

1.3 Contract Documents. The terms and conditions of the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

- a. this Agreement including any amendments to this Agreement;
- b. the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
- c. the Proposal; and
- d. the RFP.

2. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 2.1 **Representations and Warranties.** The Contractor represents and warrants that:
- a. the Contractor has the full right, power, and authority to enter into this Agreement and to perform the Services;
 - b. the Contractor is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
 - c. the Contractor is not a party to or bound by any agreement (written or oral), indenture, instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
 - d. the Contractor has a valid business license and will maintain such business license in good standing for the Term;
 - e. all statements made by the Contractor in its Proposal are true and accurate;
 - f. the Contractor is authorized to sell the Services, and is authorized by any license owners, manufacturers or patent owners, as may be applicable to the Services, to sell and provide the Services as per the Service Specifications;
 - g. the Services will meet or exceed the Service Specifications and the Contractor will perform the Services in accordance with any applicable manufacturer, license owner or patent owner's recommendations and requirements; and
 - h. any Consumables provided as part of the Services will be new and the model approved by the Town and free from defects and/or imperfections in material, workmanship or design.

- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.

3. **PURCHASE OF THE SERVICES**

- 3.1 Subject to the terms and conditions of this Agreement, the Town agrees to purchase, and the Contractor agrees to sell, the Services listed in Schedule A of this Agreement for the prices stated in Schedule C.

4. **SERVICE DETAILS**

- 4.1 **Consumables.** In addition to the performance of the Services, the Contractor will provide and be fully responsible for providing the following Consumables, as may be modified or amended pursuant to the terms of this Agreement:
- a. the Consumables described in Schedule B of this Agreement;
 - b. the Consumables described elsewhere in this Agreement;
 - c. the Consumables described in the RFP;
 - d. the Consumables which the Contractor agreed to provide in the Proposal; and

- e. any Consumables not specifically covered in a., b., c., or d. above, but are reasonably inferable therefrom, or reasonably necessary for the safe and efficient performance of the Services or completion of the Services.

- 4.2 **Provision of Service Inputs and Personnel.** The Contractor will provide all labour, supervision, management, facilities, Consumables, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Contractor is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the Town, which would be detrimental to the benefits intended to be provided to the Town by this Agreement then the Contractor will rectify such discrepancy or omissions to the satisfaction of the Town without further compensation.
- 4.3 **Term.** The Contractor will deliver the Services and complete all Services in accordance with the timetable indicated herein and in the RFP. The Term will commence on the Services Start Date and end on the Services End Date.
- 4.4 **Standard of Care.** The Contractor will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement. The Contractor represents and warrants that the Contractor and the Contractor's Personnel have all the skills, qualifications, certifications and experience necessary to perform and complete the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Contractor for the work set out in the Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.
- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the Town may have under this Agreement or at law, the Contractor shall, at the written request of the Town and at the Contractor's sole cost, rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the Town to satisfy the Town that the Services have been duly performed or rectified in accordance with the terms of this Agreement.
- 4.6 **Cooperation and Coordination Regarding Performance of Services.** The Contractor will cooperate and coordinate the performance of the Services with the Town's personnel and the Town's contractors, subcontractors, consultants and Contractors and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety and minimizing delays. Notwithstanding the foregoing, the Contractor will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. SERVICE SPECIFICATIONS

5.1 **Requirements.** All Services supplied to the Town by the Contractor pursuant to this Agreement must comply with the specifications and requirements set out in the Contract Documents or as otherwise agreed in writing between the Town and the Contractor (the "Service Specifications").

6. CHANGES TO SERVICES

6.1 **Right to Make Changes to Services.** The Town may request that the Contractor make changes to the Service Specifications specified in the Contract Documents or that the Contractor perform work beyond the scope contemplated by the Contract Documents (either of which shall constitute "Additional Services"). The Contractor agrees that the Town shall have no obligation to compensate the Contractor for any Additional Services which are not pre-approved in an addendum to this Agreement (a "Contract Addendum") which

- a. is in writing and entitled "Contract Addendum";
- b. describes the Additional Services and identifies them as "Additional Services";
- c. specifies the compensation to be paid by the Town to the Contractor for the Additional Services, including any details regarding the timing of and preconditions to such payment; and
- d. is signed by the Town's Project Manager and the Contractor's Project Manager.

EXCEPT AS PROVIDED FOR UNDER THIS SECTION, THE CONTRACTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL OF ITS RIGHTS, WHETHER AT LAW OR IN EQUITY, TO RECEIVE COMPENSATION, OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, FOR ANY WORK OR SERVICES PROVIDED BY THE CONTRACTOR TO THE TOWN IN CONNECTION WITH THIS AGREEMENT, AND THE CONTRACTOR SHALL NOT BRING ANY CLAIM WHATSOEVER SEEKING SUCH COMPENSATION, INCLUDING WHERE THE TOWN'S PROJECT MANAGER OR ANOTHER REPRESENTATIVE OF THE TOWN REQUESTED SUCH WORK OR SERVICES AND WHERE THE CONTRACTOR MAY HAVE INDICATED TO THE TOWN THAT IT WOULD BE SEEKING ADDITIONAL COMPENSATION FROM THE TOWN OR THAT THE WORK OR SERVICES WERE NOT INCLUDED IN THE "SERVICES" (AS DEFINED IN THIS AGREEMENT).

7. COMPENSATION

7.1 **Services Price.** The prices for performance of the Services and supply of any Consumables as applicable is set out in Schedule C and will remain fixed for the Term of this Agreement, unless any additional compensation is agreed to in accordance with Section 6.

7.2 **Contractor's Costs.** The prices for the Services set out in Schedule C include all of the Contractor's profit and all of the Contractor's costs of providing the Services whatsoever, including: labour, supervision, management, facilities, overheads, insurance, office expenses, transportation, fuel, delivery, taxes (except GST on the Services as applicable which will be itemized separately), equipment, tools, supplies, consumables, components and materials.

7.3 **Payment.** The Contractor will be paid on the basis and at the times set out in Schedule C and Section 15 of this Agreement.

8. SCHEDULE

8.1 **Services Start Date.** The Contractor will commence performance of the Services, in accordance with Schedule A, on _____ (the "Services Start Date").

8.2 **Services End Date.** The Contractor will finish performance of the Services, in accordance with Schedule A, on _____ (the "Services End Date").

9. N/A

10. CONFIDENTIALITY

The Contractor shall keep confidential, in perpetuity, all communications, plans, specifications, reports, or other information that comes into the Contractor's possession or are used in connection with the Services, except:

- a. those requiring disclosure by operation of law;
- b. any disclosure authorized in writing by the Town;
- c. those in the possession of or that come into the possession of the Contractor and were not obtained directly or indirectly from the Town; or
- d. those in the public domain through no act or omission of the Contractor.

11. SERVICES DOCUMENTATION

The Contractor shall:

- a. keep proper and detailed accounts and records, in accordance with generally accepted accounting principles, of its performance of the Services in accordance with the requirements of Schedule A, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Town, which may make copies and take extracts from the accounts and records;
- b. afford facilities and access to accounts and records for audit and inspection by the Town and must furnish the Town with such information as the Town may from time to time require regarding those documents; and
- c. preserve, and keep available for audit and inspection, all records described in this Section for at least two years after completion of the Services or termination of this Agreement, whichever applies.

12. SUBCONTRACTORS

12.1 **Use of Subcontractors.** The Contractor may retain Subcontractors to assist in the performance of the Services, provided that:

- a. The Subcontractor is identified and named in the Contractor's Proposal to the RFP;
 - b. the Contractor will not subcontract all or substantially all of the Services to a Subcontractor;
 - c. the Contractor will require that the terms of this Agreement apply to the Subcontractors;
- and

- d. the Contractor will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

12.2 **Standard of Care of Subcontractors.** The Contractor represents to the Town that all permitted Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work required. The Contractor will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement.

12.3 **Subcontractor Approval.** The Contractor will only retain Subcontractors approved by the Town in writing, which approval the Town may withhold for any reason or no reason.

12.4 **Subcontractor Changes.** The Contractor will not change any Subcontractor without the prior written approval of the Town. The Town may, from time to time, where it reasonably believes reasonable performance is not being met by any Subcontractor(s), request changes to the Contractor's Subcontractors, and the Contractor will comply with any such request.

13. COMPLIANCE WITH LAWS AND TAXES

13.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Contractor will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

13.2 **Regulatory Compliance.** The Contractor will upon request by the Town provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of its Subcontractors. The Contractor accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, Canada Pension Plan, retirement annuities, amounts due under WorkSafeBC Legislation, health and hospitalization plans and any other payments, deductions and benefits expressed under any provision of any law or any agreement to which the Contractor and the Subcontractors are subject.

13.3 **Permits and Licenses.** The Contractor represents and warrants that it or its Subcontractors has obtained and is in compliance with all requisite professional designations, authorizations and licenses necessary for the Contractor or its Subcontractors to provide the Services.

14. RELATIONSHIP OF THE PARTIES

14.1 **Status.** The Contractor is engaged as an independent contractor to the Town for the sole purpose of supplying the Services. Neither the Contractor nor any of the Contractor's personnel is engaged as an official, officer, employee, servant or agent of the Town, and neither the Contractor nor any of the Contractor's Personnel will enter into or purport to enter into any contract or subcontract on behalf of the Town. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Contractor and will not be consultants, agents,

associates or subcontractors of the Town. It is agreed and understood that the Contractor will act as an independent contractor to the Town and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

14.2 No Acceptance of Advantages or Benefits. Neither the Contractor, nor any of its agents or employees (including Subcontractors) will give or offer to give to the Town or any official, officer, employee or agent of the Town any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 19.2) and will permit the Town to immediately terminate this Agreement pursuant to Section 19.

14.3 No Conflicts of Interest. The Contractor declares to the best of its knowledge the Contractor and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the Town, that would cause a conflict of interest or be seen to cause a conflict of interest in supplying the Services. Should such a conflict or potential conflict arise during the Term of this Agreement, the Contractor will declare it immediately in writing to the Town and the Town may terminate this Agreement effectively immediately upon notice to the Contractor.

14.4 No Third Party Rights. Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the Town and the Contractor.

15. PAYMENT

15.1 Invoicing. Each calendar month, the Contractor shall submit an invoice to the Town for Services performed during the preceding month. The Town shall be under no obligation to pay invoices for Services which are not performed in accordance with the Contract Documents.

15.2 Submission of Invoices. Subject to 15.1, the Contractor will submit invoices to the Town in respect of Services delivered in accordance with the prices set forth in Schedule C. Each invoice will be clearly itemized to show this Agreement number, the tasks completed and the compensation claimed for each task, all with such specification as may be required by the Town, the total amount paid to date for each task and for all of the Services, and the GST payable and the Contractor's GST number.

15.3 Address for Invoices. All invoices will be sent to the following address:

15.4 **Payment.** If and to the extent the Town is satisfied that the compensation claimed in an invoice is properly calculated in accordance with the Contract Documents and is for Services satisfactorily performed by the Contractor, the Town shall approve the invoice or a portion thereof and the Town shall pay the Contractor the approved portion of the invoice within 30 days after delivery of such invoice to the Town. The Town may withhold amounts in respect of deficiency holdbacks and shall not be obligated to pay the Contractor to the extent to which, in the sole opinion of the Town, the compensation paid to the Contractor to date as a share of the total compensation that is payable to the Contractor to complete the Services exceeds the Services completed to date as a share of all of the Services.

16. WORKSAFE BC COMPLIANCE

16.1 **WorkSafeBC Coverage:** The Contractor must, for the duration of the Services, be registered as an 'Independent Business' with WorkSafeBC with a WorkSafeBC Clearance Letter status showing the Contractor is "Active and in good standing". Additionally, the Contractor shall ensure WorkSafeBC coverage is provided for the Contractor, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and the Contractor shall ensure all its subcontractors obtain WorkSafeBC Coverage. If the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act in British Columbia, the Contractor must apply for and maintain Personal Optional Protection under the Workers Compensation Act.

16.2 **Payment of WorkSafeBC Assessments.** The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services and shall at all times comply with WorkSafeBC Legislation. The Contractor agrees that the Town has the unfettered right to set off the amount of any unpaid premiums or assessments for such WorkSafeBC coverage against any monies owing by the Town to the Contractor. The Town will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

16.3 **Special Indemnity Against WorkSafeBC Non-Compliance.** The Contractor will indemnify, and hold harmless the Town from and against all manner of Losses arising out of or in any way related to:

- a. Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Agreement; and
- b. the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Services, or for whom the Contractor is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC legislation.

This indemnity will survive the expiry or earlier termination of this Agreement.

17. INSURANCE AND INDEMNITY

17.1 **Contractor's Insurance.** Without limiting any of its obligations or liabilities under this Agreement, the Contractor will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the Term of this Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- a. Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Subcontractors, the Town and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will not be less than \$5,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Services and complete operations. The deductible will not exceed \$50,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
 - ii. add the Town of Oliver and its officials, officers, employees and agents as additional insureds;
 - iii. contain a cross-liability or severability of interest clause;
 - iv. waive all rights which the insurer may acquire by payment of a claim to recover the paid amount from the Town or its officials, officers, employees or agents (a "Waiver of Subrogation"); and
 - v. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b. Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.
 - c. Contractor's Equipment insurance covering the Contractor's equipment used in performance of the services.

17.2 The Contractor and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

17.3 Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

17.4 The insurance coverage will be primary insurance as respects the Town. Any insurance or self-insurance maintained by or on behalf of the Town or its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.

- 17.5 All insurance policies required under this Agreement shall provide that they may not be cancelled or materially altered without 30 days' notice to the Town.
- 17.6 Prior to the Effective Date and from time to time upon request of the Town, the Contractor will provide the Town with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance".
- 17.7 The Contractor will provide in its agreements with its Subcontractors clauses in the same form as in this Section 17.
- 17.8 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 17.9 **Town May Insure.** If the Contractor fails to insure as required in this Agreement, the Town may effect the missing insurance in the name and at the expense of the Contractor, and the Contractor shall promptly repay the Town all costs incurred by the Town in doing so. For clarity, the Town has no obligation to effect such insurance.
- 17.10 **Responsibility and Liability.** The Contractor hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omissions of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the terms of this Agreement.
- 17.11 **Indemnity.** The Contractor will defend, indemnify and hold harmless the Town, and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, occurring either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- a. the performance of the Services by the Contractor or the failure by the Contractor to perform the Services;
 - b. a breach of a term of this Agreement; and
 - c. any willful misconduct or any negligent act, error or omission of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss of damage or loss to property of any person, any claim or matter in dispute between the Contractor and any Subcontractor, and any failure or deficiency by the Contractor or any Subcontractor in providing the Services.
 - d. This indemnity will survive the expiry or earlier termination of this Agreement.
- 17.12 **Discharge of liens.** The Contractor will make all payments and take all other steps which may be necessary to ensure that all monies payable under this Agreement, the Services, and any land owned by the Town, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of any liability or to any attachment for debt, garnishee process

or otherwise, and the Contractor will fully defend, indemnify and hold harmless the Town and all of its past and present directors, officers, officials, employees, agents and representatives, from and against all Losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or Court in which the same may appear.

17.13 Rectification of Damage. The Contractor will rectify any loss or damage caused by the Contractor in the performance of the Services at no charge to the Town and to the satisfaction of the Town.

18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

18.1 The Contractor acknowledges that the Town is subject to the *Freedom of Information and Protection of Privacy Act* (the "*FIPPA*"), that the Town may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the Town to refuse to disclose a record containing third party confidential information is limited as set out in Section 21 of the *FIPPA*. If the Contractor considers that information supplied by it to the Town in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under the *FIPPA*, the Contractor shall identify this information to the Town, indicate that the information is supplied in confidence, and refer to the *FIPPA* and Section 21 of *FIPPA* in this regard. The Contractor acknowledges and agrees that the Town may be required to disclose Contractor information even where the Contractor stipulates that such information is supplied in confidence. The Contractor acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

19 TERMINATION

19.1 Rights of Termination. This Agreement may be terminated by the Town at its option before the Service End Date and/or before the expiry of the Term, anything to the contrary herein notwithstanding, at any time after the happening of an Event of Default.

19.2 Events of Default. For the purposes hereof, an "Event of Default" will be deemed to occur if:

- a. the Contractor is in breach of any covenant, obligation or representation hereunder and
 - (i) such breach persists un-remedied for a period of five (5) Calendar Days or Service Day occurrences (which do not have to be consecutive days) after the Town has provided the Contractor with written notice of and particulars of the breach or alleged breach; or
 - (ii) where the breach cannot within the sole opinion of the Town be remedied within a period of five (5) Calendar Days, the Contractor has not, in the sole opinion of the Town, diligently taken steps to remedy the breachprovided that the Town may terminate without providing a cure period with respect to actions of the Contractor that are part of a continuing course of conduct in respect of which prior written notice has been given;

Janitorial Services for Town Owned Buildings

- b. any Services which the Contractor has agreed to supply to the Town do not meet the Service Specifications for those Services in the sole opinion of the Town;
- c. the Contractor is not able to supply the Services according to the schedule outlined in Schedule A;
- d. There occurs or, in the reasonable opinion of the Town there exists a threat of, a strike lockout, work slow down, labour disturbance, or refusal to work by the employees or Subcontractors of the Contractor;
- e. the Contractor is adjudged bankrupt, becomes insolvent or is unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a Receiver or a Petition of Bankruptcy is made against it; or
- f. any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the Town's reasonable determination, have an adverse impact on the delivery of the Services.

19.3 Termination Payment. Where this Agreement is terminated under Section 19.1, the Town will pay to the Contractor such part of the compensation as the Town, acting reasonably, determines has been earned by the Contractor to the date of termination less any amounts held by the Town on account of Losses resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Contractor. Upon termination of this Agreement and payment as required hereunder, the Town will have no further obligation or liability to the Contractor with respect to compensation payable to the Contractor hereunder and may as a condition of final payment under this Agreement require the Contractor to execute and deliver a release and discharge in favour of the Town in relation to the compensation payable to the Contractor hereunder.

19.4 Remedy for Default. In the case of an Event of Default or if the Contractor fails to supply and provide the Services or any part thereof in accordance with this Agreement, the Town may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Contractor all extra costs and expenses in doing so in accordance with the provisions of Schedule A. The Town will be under no obligation to remedy any failure or deficiency on the part of the Contractor and will not incur any liability to the Contractor for any action or omissions in the course of its remedying or attempting to remedy any such failure or deficiency.

19.5 Effect of Termination. Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided herein.

19.6 Suspension of Services. The Town may at any time and from time to time by delivery of notice in writing to the Contractor, suspend the performance of the Services for the period of time specified in such notice. In that event the Town will pay to the Contractor that part of the compensation that the Town reasonably considers to have been earned by the Contractor to the

date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Contractor will have no claim against the Town for any costs, expenses, damages or other liabilities suffered or incurred by the Contractor as a result of any suspension hereunder unless otherwise agreed by the Town in writing.

20 ASSIGNMENT

- 20.1 **No Assignment by Contractor without Consent.** The Contractor will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the Town, which consent may be unreasonably or arbitrarily withheld.
- 20.2 **Change of Control.** If the Contractor is a corporation, any change in the control or beneficial ownership of the corporation by operation of law or by the sale, bequest or other disposition of its shares or securities will be deemed to constitute an assignment for the purposes of Section 20.1.
- 20.3 **Effect of Assignment.** No assignment permitted by the Town will relieve the Contractor from any obligation under this Agreement or impose any liability upon the Town.

21 CONTRACT ADMINISTRATION

- 21.1 **Town Project Manager.** For the purposes of this Agreement, the Town designates _____ as its Project Manager.
- 21.2 **Contractor Project Manager.** For the purposes of this Agreement, the Contractor designates _____ as its Project Manager.
- 21.3 **Point of Contact.** The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 21.4 **Regular Meetings.** The Contractor's Project Manager will meet with the Town's Project Manager on a regular basis and at the time and place requested by the Town to address any issues which may arise under this Agreement.
- 21.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or email by written notice to the other party given in accordance with Section 22.1 of this Agreement.

22 NOTICES

- 22.1 **Addresses for Notice.** Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by email or mailed in British Columbia by a pre-paid registered post to the parties as follows:

To the Town:

Town of Oliver

To the Contractor:

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provisions of this Agreement is deemed to be received on the next Business Day after delivery or transmission by email, or if mailed, on the third Business Day following posting thereof.

23 TIME FOR PERFORMANCE

23.1 **Time of the Essence.** Time will be of the essence of this Agreement.

23.2 **Unavoidable Delay.** Notwithstanding Section 23.1, except for the performance of obligations to pay money, the time periods for the Town and the Contractor's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but in the case of the Contractor, expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of the Contractors' employees or Subcontractor's employees, or governmental actions taken in the enforcement of law specifically against the Contractor or its Subcontractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance, the estimated duration of the Unavoidable Delay, and the efforts being made to resume performance of its obligations under this Agreement.

24 DISPUTE RESOLUTION

24.1 All claims, disputes or issues in dispute between the Town and the Contractor in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 24.5.

24.2 In the event that the parties agree to arbitration pursuant to Section 24.1, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

- 24.3 If the parties agree to arbitration, the arbitration will take place in Kelowna, British Columbia and will be governed by the laws of British Columbia.
- 24.4 The procedure set out in Section 24 is not meant to preclude or discourage informal resolutions of disagreements between the Town and the Contractor.
- 24.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 24.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

25 GENERAL

- 25.1 **Town Information / Approval.** No reviews, approvals or inspections carried out or information supplied by the Town will derogate from the duties and obligations of the Contractor, and all responsibility related to the Services, including performance of the Services, will remain with the Contractor. For greater certainty, any information provided by the Town to the Contractor, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings or specifications, is provided to the Contractor for information purposes only and must be independently verified by the Contractor unless the Town otherwise agrees in writing.
- 25.2 **No Waiver.** No action or failure to act by the Town will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Town and no waiver of a particular breach, right or duty shall constitute a waiver of any subsequent breach, or opportunity to exercise a right or demand fulfillment of a duty.
- 25.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 25.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.

- 25.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 25.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 25.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 25.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the Town and the Contractor.
- 25.9 **Joint and Several Liability of Joint Venture Participants.** If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contractor will be joint and several.
- 25.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the Town and the Contractor and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 25.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 25.12 **Representation.** By executing this Agreement, the Contractor represents that is has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Contractor further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 25.13 **Set-Off.** The Town may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) any amounts payable to the Contractor by the Town (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the Town as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.
- 25.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

RFP# 2021-002
Janitorial Services for Town Owned Buildings

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officers:

TOWN OF OLIVER,

By its Authorized Signatory(ies)

Signature

Name in Print

<THE CONTRACTOR>

By its Authorized Signatory(ies)

Signature

Name in Print

SCHEDULE A – SERVICES TO BE PROVIDED

Without limiting the Contractor’s obligations under this Agreement, the Contractor will supply the following Services, as set out in this Schedule A:

<to be completed upon contract execution>

SCHEDULE B – CONSUMABLES TO BE PROVIDED AS PART OF THE SERVICES

Without limiting the Contractor’s obligations under this Agreement, the Contractor will provide the Services set out in this Schedule B during the Term:

<to be completed upon contract execution>

SCHEDULE C - REMUNERATION

<to be completed upon contract execution>

Part D: Submission Forms



This Part D contains forms detailing the information that should be submitted with the Proposal, as detailed in Part B.

Part D Contents:

This Part D contains the following forms:

- Appendix A – Pricing Form
- Appendix B – Methodology Form
- Appendix C – Experience & References Form
- Appendix D – Team Form

APPENDIX A – PRICING FORM



Proposals must include the accompanying Microsoft Excel version of this Appendix A – Pricing Form, with all pricing tables completed. No changes to the pricing tables or terms shall be made, except for completing the requested pricing information in the spaces provided.

The completed MS Excel version of this Appendix A – Pricing Form must be uploaded with the Proposal as prompted by the 'Document Upload' instructions in the *Bids & Tenders* System.

Scoring Method:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part B of this RFP.

1. Pricing Basis:

Pricing entered into the table of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST which shall be itemized separately where indicated.
- b. Prices are all-inclusive and include for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Prices shall be firm for the entire Contract term, and shall account for any inflation or changes in material or labour costs.

2. Remuneration:

For performance of the Services compensation shall be paid as follows:

Service Building Location	Price Per Calendar Month (Fixed from August 2021 to July 2024)	# of Months During Contract Term	Total Contract Term Cost (Price Per Calendar Month x # of Months)
Town Municipal Hall	\$	36	\$
Finance Building	\$	36	\$
Council Chambers & Washroom	\$	36	\$
Fire Hall	\$	36	\$
Public Works Building	\$	36	\$
TOTAL FIXED CONTRACT PRICE (SUM OF ROWS ABOVE):			\$
GST:			\$

3. Payment Terms:

The Contractor shall invoice the Price per Calendar month for all of the five buildings combined on the last calendar day of each month for Services provided during that month. The Town shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

4. Hourly Rate for Extra Work:

Should the Town request any additional Work, this work shall be performed and compensated at the following hourly rate:

Rate Per Hour for 1 Janitor (including all equipment & supplies)	\$
---	----

APPENDIX B – METHODOLOGY FORM



Proposals must include, in a format of your choice, the details requested in this Appendix B – Methodology Form.

This section of your Proposal must be labelled as “Appendix B –Methodology Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

Suitability of methodology will be scored in accordance with the following:

- Suitability of the Respondent’s proposed methodology and approach to the Services considering the specific items listed under sections 1 and 2.

Score	Description
100	Exceeds Expectations: Methodology & Approach exceeds all expectations in addressing the specific items listed. Excellent probability of contract success.
90	
80	Somewhat Exceeds Expectations: Methodology & Approach somewhat exceeds expectations in addressing the specific items listed. High probability of contract success.
70	
60	Slightly Exceeds Expectations: Methodology & Approach slightly exceeds expectations in addressing the specific items listed. Good probability of contract success.
50	Meets Expectations: Methodology & Approach meets expectations. Nothing more, nothing less
40	Slightly Below Expectations: Methodology & Approach is slightly below expectations in addressing the specific items listed. Fair probability of contract success.
30	
20	Does Not Meet Expectations: Methodology & Approach does not meet expectations in addressing the specific items listed. Low probability of contract success.
10	
0	Incomplete: Methodology & Approach is incomplete or demonstrates a misunderstanding in addressing the specific items listed. No probability of contract success.

1. Overall Methodology and Approach for the Services:

Please provide, in a format of your choosing, the following details regarding your methodology and approach to deliver the Services outlined in Part A:

- Provide a brief overview of your company/organization including;
 - Legal name / status
 - WorksafeBC Number
 - Number of years in business
 - Number of employees
- Provide a list of Equipment (including vehicles, vacuum cleaners, floor polishers, and other equipment) that you plan to use in performance of the Services.

2. Hours Each Month Per Building:

Please provide, in a format using all of the fields in the table below, details on how many hours per month you plan to be in physical attendance at each Town Building, performing the Services:

Building Name	Total # of Hours Working (in attendance at building) Each Month:
Town Municipal Hall	
Finance Building	
Council Chambers & Washroom	
Fire Hall	
Public Works Building	

APPENDIX C – EXPERIENCE & REFERENCES FORM



Proposals must include, in a format of your choice, the details requested in this Appendix C – Experience & References Form.

This section of your Proposal must be labelled as “Appendix C – Experience & References Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

Suitability of Experience & References will be scored in accordance with the following:

- Suitability of the Respondent’s experience, based on the Contract References provided as per the criteria of section 1, plus the Town’s own experience.

Score	Description
100	Exceeds Expectations: Respondent demonstrates 3 Contract References which fully meet all criteria. All 3 Contract References use the same Team Supervisor as proposed for the Services. No negative experience with Respondent by either the Town or Contract References.
90	
80	Somewhat Exceeds Expectations: Respondent demonstrates 3 Contract References which fully meet all criteria. 2 of the Contract References use the same Team Supervisor as proposed for the Services. No negative experience with Respondent by either the Town or Contract References.
70	
60	Slightly Exceeds Expectations: Respondent demonstrates 3 Contract References which fully meet all criteria. At least one Contract References uses the same Team Supervisor as proposed for the Services. No negative experience with Respondent by either the Town or Contract References.
50	Meets Expectations: Respondent demonstrates 3 Contract References which fully meet all criteria. No negative experience with Respondent by either the Town or Contract References
40	Slightly Below Expectations: Respondent demonstrates only 2 Contract References which fully meet all criteria, OR documented and verified negative experience exists on at least 1 past contract with Respondent by either the Town or Contract References/5 Most Recent.
30	
20	Does Not Meet Expectations: Respondent demonstrates only 1 Contract References which fully meet all criteria, OR documented and verified negative experience exists on at least 2 past contracts with Respondent by either the Town or Contract References/5 Most Recent.
10	
0	Incomplete: Respondent does not demonstrate any Contract References which fully meets all criteria OR documented and verified negative experience exists on at least 3 past contracts with Respondent by either the Town or Contract References/5 Most Recent.

1. **Contract References:**

Provide details, using all fields of the tables below, on 3 contracts that you the Respondent (same legal entity) has performed which meet the following criteria:

- The contract was primarily cleaning / janitorial services;
- The area services by you exceeded 1000 square feet;
- The services were performed to a recurring schedule over a period greater than 1 year (continuous), and occurred within the last 5 years.

Contract Reference #1:

Client/Customer Organization Name:	
Date Respondent Started Services: (Year/Month)	
Date Respondent Finished Services: (Year/Month)	
Brief Description of Services Respondent Performed:	
Were the services performed primarily cleaning / janitorial services? (YES/NO)	
Did the service area on this contract exceed 1000 square feet? (YES/NO)	
Were the services performed to a recurring schedule over a continuous period exceeding 1 year?	
Name of the Respondent's Team Supervisor on this contract.	
Client Reference Contact Name & Tel:	

Contract Reference #2:

Client/Customer Organization Name:	
Date Respondent Started Services: (Year/Month)	
Date Respondent Finished Services: (Year/Month)	
Brief Description of Services Respondent Performed:	
Were the services performed primarily cleaning / janitorial services? (YES/NO)	

RFP# 2021-002

Janitorial Services for Town Owned Buildings

Did the service area on this contract exceed 1000 square feet? (YES/NO)	
Were the services performed to a recurring schedule over a continuous period exceeding 1 year?	
Name of the Respondent's Team Supervisor on this contract.	
Client Reference Contact Name & Tel:	

Contract Reference #3

Client/Customer Organization Name:	
Date Respondent Started Services: (Year/Month)	
Date Respondent Finished Services: (Year/Month)	
Brief Description of Services Respondent Performed:	
Were the services performed primarily cleaning / janitorial services? (YES/NO)	
Did the service area on this contract exceed 1000 square feet? (YES/NO)	
Were the services performed to a recurring schedule over a continuous period exceeding 1 year?	
Name of the Respondent's Team Supervisor on this contract.	
Client Reference Contact Name & Tel:	

2. **5 Most Recent Contracts Started:**

Provide a list of the 5 most recent janitorial service contracts that your organization has entered into and started services on. For each of the 5 contracts, list the following:

- Client / Customer Name
- Description of Services & Date Commenced
- Client Reference Contract Name, Email and Telephone Number.

In the event your organization has not commenced 5 contracts, please list as many as you have commenced.

APPENDIX D – TEAM FORM



Proposals must include, in a format of your choice, the details requested in this Appendix D – Team Form.

This section of your Proposal must be labelled as “Appendix D – Team Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

Suitability of Team will be scored in accordance with the following:

- Suitability of the Respondent’s proposed Core Team Members, considering the information requested under sections 1.

Score	Description
100	Exceeds Expectations: Overall, Team members have experience and expertise performing the positions which exceeds expectations.
90	
80	Somewhat Exceeds Expectations: Overall, Team members have experience and expertise performing the positions which somewhat exceeds expectations.
70	
60	Slightly Exceeds Expectations: Overall, Team members have experience and expertise performing the positions which slightly exceeds expectations.
50	Meets Expectations: Overall, Team members have experience performing the positions which meets expectations. Nothing more, nothing less
40	Slightly Below Expectations: Overall, Team members have experience performing the positions which is slightly below expectations.
30	
20	Does Not Meet Expectations: Overall, Team members have experience performing the positions which does not meet expectations.
10	
0	Incomplete: Team members information is incomplete or demonstrates a misunderstanding of the requirements.

1. Team Members:

Please provide, in a format similar to the table below, the following details for the Core Team of individuals that will provide the Services from your organization and Sub-Consultants (if applicable).

Note: the Town seeks a consistent team throughout the Services. The Team Supervisor named below cannot be changed during the Services, except for reasons beyond the control of the Contractor (e.g. termination of employment, sickness).

Team Position	Name:	Employer (Consultant or Subconsultant Name):	# of Years Experience in this Type of Work
Team Supervisor (Main Contact Point)			
Janitor #1			
Janitor #2 (if applicable)			
Janitor # 3 (if applicable)			

2. Team Supervisor Resume:

Please provide a resumé or overview of relevant educations/skills/experience for the Team Supervisor only.

Note: the Town reserves the right to run background / criminal record checks on any Team Members prior to execution of a contract.