# REQUEST FOR PROPOSALS

5342-2021 RMOW Window Cleaning Services

Resort Municipality of Whistler
whistler.ca

WHISTLER

# Request for Proposals

## *5342-2021 RMOW Window Cleaning Services*

## *The Resort Municipality of Whistler (RMOW)*

## *Summary of Key Information*

| | |
|---|---|
| Request Number | 5342 – 2021 |
| Issued: | July 21/2021 |
| Site Visit or Meeting | N/A |
| Closing Time and Date: | 16:00:00 hours; August 4th, 2021 |
| Closing Location: | FCMcapitalprojects@whistler.ca |
| Contact Person: | Mike King, Facility Construction & Maintenance Supervisor,<br>FCMcapitalprojects@whistler.ca |

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# 1.0 OVERVIEW OF THIS REQUEST

## 1.1 Purpose of This Request

The purpose of this RFP is to invite qualified proponents to submit proposals for annual window cleaning services Resort Municipality of Whistler (RMOW) buildings in accordance with the requirements set out herein (collectively, the "Services") and as outlined in Appendix B.

## 1.2 Background

The RMOW is a premiere resort destination community, situated in British Columbia's Coast Mountains. The town is located approximately 100km north of Vancouver, BC, with a base population of about 12,000 residents and enjoys over three million visitors annually. The RMOW is a local government organization providing municipal programs, services, progressive planning and infrastructure, including multiple underground parking facilities.

## 1.3 Scope

Scope and services required are detailed in Appendix B, and include the annual scrubbing and cleaning of windows at fourteen locations, as briefly outlined below:

1. Clean interior and exterior windows
2. Clean interior and exterior window sills
3. Report any damage to windows, screens, or frames to RMOW Facilities Construction Management (FCM) Staff.

# 2.0 DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

**"Addenda":** means all additional information regarding this RFP including amendments to the RFP;

"**Closing Location**": includes the location or email address for submissions indicated in the Key Information Summary;

**"Closing Time":** means the closing time and date for this RFP as set out Key Information Summary of this RFP;

**"Contract"**: means the written agreement resulting from the RFP executed by the RMOW and the successful Proponent;

**"Contractor" or "Consultant"**: means the successful Proponent to the RFP who enters into a Contract with the RMOW;

**"DDP":** Destination Duty Paid Incoterms 2010;

**"Department"**: means the Department of the RMOW issuing this RFP;

**"FCM"**: means Facility Construction Management

**"Must", or "mandatory"**: means a requirement that must be met in order for a proposal to receive consideration;

**"Preferred Respondent":** means the respondent deemed by the RMOW to have the highest ranked assessment of its response according to the process set out herein;

**"Proponent":** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**"Proposal":** means a written response to the RFP that is submitted by a Proponent;

**"Request for Proposals" or "RFP":** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RMOW by Addenda;

**"Response":** means the submission of an offer, bid, tender or proposal according to this request;

**"Responder" or "Respondent":** The company, individual or entity responding to this request;

**"RMOW":** means the Resort Municipality of Whistler and includes the Department issuing this request;

**"RMOW Contact":** means the individual named as the contact person for the RMOW in the RFP;

**"RMOW Electronic Mail System":** means the electronic mail system of the Resort Municipality of Whistler;

**"Should", "Could" "May" or "Desirable":** means a requirement having a significant degree of importance to the objectives of this Request;

**"Supplier" or "Contractor"**: the person or company selected to provide products and/or services under the terms of this contract. This extends to and includes any sub-contractors to the supplier;

**"W.C.B.":** Workers Compensation Board of British Columbia, doing business as WorkSafe BC.

# 3.0 GENERAL TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

1. Mandatory Conditions

The response must be sent via email to FCMcapitalproject@whistler.ca and must be received by the RMOW electronic mail system by or before the closing time as noted in the summary of key information of this document;

A completed and signed form substantially similar in form and content to that in Appendix A is included with the response; and

The response is in the English Language.

### 2. Late Proposals

Only complete digital proposals received and marked as received by the RMOW electronic mail system before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded electrically in the RMOW electronic mail system will prevail whether accurate or not.

### 3. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

### 4. Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

### 5. Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

### 6. Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the RMOW for purposes of clarification.

### 7. Conflict of Interest/No Lobbying

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the RMOW, including members of the evaluation committee and any elected officials of the RMOW, or with the media, may result in disqualification of the Proponent.

## 8. Subcontractors

Unless the RFP states otherwise, the RMOW will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The RMOW will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the RMOW.

## 9. Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the RMOW, if any. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 10. Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## 11. Liability for Errors

While the RMOW has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## 12. No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the RMOW in any way to award a Contract.

### 13. No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### 14. Legal Entities

The RMOW reserves the right in its sole discretion to:

- disqualify a proposal if the RMOW is not satisfied that the Proponent is clearly identified;
- prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the RMOW that the Proponent has the power and capacity to enter into the Contract;
- not to enter into a Contract with a Proponent if the Proponent cannot satisfy the RMOW that it is the same legal entity that submitted the Proponent's proposal; and
- require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the RMOW's satisfaction.

### 15. Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the RMOW reserves the right, in its sole discretion:

- to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- to waive any non-material irregularity, defect or deficiency in a proposal;
- to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the RMOW, or any material error, omission or misrepresentation in the proposal;
- at any time, to reject any or all proposals; and
- At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### 16. Ownership of Proposals

All proposals and other records submitted to the RMOW in relation to the RFP become the property of the RMOW and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

### 17. Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### 18. Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the RMOW in order to obtain access to confidential materials relevant to preparing a proposal.

### 19. Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the RMOW on substantially the same terms and conditions set out in the template in Appendix C and such other terms and conditions to be finalized to the satisfaction of the RMOW, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### 20. Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the RMOW within thirty days of notification of the successful Proponent, the RMOW may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

### 21. Trade Agreements

This RFP is covered by trade agreements applicable to RMOW and other jurisdictions, including the following:

- Canadian Free Trade Agreement;
- New West Partnership Trade Agreement.

For more information, Proponents may contact the RMOW Contact stated in the summary of key information.

# 4.0 INSTRUCTIONS TO PROPONENTS

## 4.1 Submission of Proposals

Proposals must be submitted before Closing Time to the Closing Location stated in the summary of key information. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that the RMOW receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

A proposal should be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's proposal. A scanned copy of the signed response form of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

For electronic submissions (email), the following applies:

- The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- The maximum size of each attachment must be less than 10 MB (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
- Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3…");
- For email proposal submissions sent through multiple emails the RMOW reserves the right to seek clarification or reject the proposal if the RMOW is unable to determine what documents constitute the complete proposal;
- Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The RMOW may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 3 of this Request, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.

The RMOW strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the RMOW Electronic Mail System.

- While the RMOW allows email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the RMOW Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the RMOW Contact immediately to arrange for an alternative submission method if the Proponent's email proposal submission is rejected by the RMOW Electronic Mail System.

An alternate submission method may be made available, at the RMOW's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the RMOW before the Closing Time. The RMOW makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

### 1. Alternative Solutions

If more than one approach to deliver the goods or services described in the RFP is offered, Proponents should submit the alternative approach in a separate proposal.

### 2. Brand Names or Equivalent

Unless otherwise stated, if, and wherever, the Specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is not intended to rule out the use of other equivalent materials or equipment.

If, however, Products other than that brand or manufacturer specified is quoted in any RFP, the Submission must explicitly include the name of such Products, its manufacturer, and trade name and any applicable vendor catalogue number, and the RMOW may require that the Proponent provide proof of equivalency. Evidence of quality in the form of samples may be requested.

### 3. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RMOW with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RMOW. Such written consents should specify that the personal information may be forwarded to the RMOW for the purposes of responding to the RFP and used by the RMOW for the purposes set out in the RFP. The RMOW may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made; Proponents will immediately supply such originals or copies to the RMOW.

### 4. Signatures

If an individual is making the response, they shall print or type their name and address on the response form and sign the same in the spaces provided. Their signature shall be witnessed and the witness shall give their address.

If a partnership is making the response, the name and address of the partnership shall be printed or typed on the response form and the names of all members of the partnership shall be printed or typed in the spaces provided. The response shall be signed by one or more of the partners in the following manner: for example, "Smith and Jones by John Jones a partner". The signature or signatures shall be witnessed and the witness or witnesses shall give their address or addresses.

If a company is making the response, the name of the company and its place of business shall be printed or typed on the response form and the form shall be signed by the person or persons authorized to sign the response on behalf of the company, indicating the capacity in which they sign: for example, "John Doe Company Ltd. by John Smith, Secretary" or as the case may be.

Responses signed by an agent must be accompanied by evidence of their authority.

### 4.1.1 Additional Information

All Addenda will be posted on the RMOW's website, whistler.ca. It is the sole responsibility of the Proponent to check for Addenda on whistler.ca.

1. Debriefing

At the conclusion of the RFP process, the preferred respondent will be awarded the contract by the RMOW Contact, and all other Proponents will be notified by the RMOW Contact with a statement of outcome via email. Proponents may request a debriefing meeting with the RMOW.

## 5.0 EVALUATION

This section outlines the process and criteria for evaluation of responses to this request to select a preferred respondent or respondents if this request allows for the possibility of contracting with multiple suppliers.

1. Evaluation

Proposals will be assessed in accordance with the evaluation criteria. The RMOW will be under no obligation to receive further information, whether written or oral, from any Proponent. The RMOW is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

The RMOW may consider and evaluate any proposals from other jurisdictions on the same basis that the RMOW purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

The RMOW may choose to select and award all or portions of bids based on the RMOW evaluation team's interpretation of best value to the organization at its sole discretion.

2. Evaluation Team

The evaluation team may consist of RMOW employees, contractors to the RMOW and others as may be appointed to the evaluation team by the RMOW. All persons on the evaluation committee shall be bound by the same standard of confidentiality.

3. Evaluation Process

Evaluation of responses will be made in the same and subsequent order as stated in the subsections to this section.

### 1. Criteria

Using the following criteria, the evaluation team will assess each Respondent's ability to fulfil the scope of work and responsibilities identified in Appendix B. Respondents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

| Item | Mandatory Criteria | Maximum Points |
|---|---|---|
| 1 | Proposal demonstrates an understanding of the scope and services required | 15 |
| 2 | Proponent qualifications | 20 |
| 3 | Clear description of services and method for achieving this output, including equipment to be used | 30 |
| 4 | Proposal demonstrates environmental sustainability as well as Diversity and Inclusion in the workplace | 10 |
| 5 | Proposed timeline for completion of window cleaning services | 10 |
| 6 | Price, including expected task hours and hourly rates for employees and equipment | 15 |
| | Total Possible | 100 |

The RMOW, at its sole discretion, may adjust their scores for the desirable criteria after clarification and/or verification of the written proposals. The highest scoring Respondent ("Preferred Respondent") will be selected by adding the scores from the criteria evaluation.

### 3. References Checks

The references of the Preferred Respondent may be contacted to validate any part of a Response. The RMOW reserves the right to conduct such independent reference checks or verifications as are deemed necessary by it to clarify, test, or verify the information contained in the Response and confirm suitability of the Respondent.

The RMOW will not enter into a Contract with any Respondent whose references, in the RMOW's sole and reasonable opinion, are found to be unsatisfactory.

- Respondent to provide at least 2 professional references in submission

### 4. Prices Evaluation

Prices will be evaluated according to the formula:

$$\text{Maximum Points Available for price} \times \frac{\text{Lowest Price Offered}}{\text{Price being Evaluated}}$$

### 5. Litigation

In addition to any other provision of this RFP, the Municipality may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Municipality, its elected or appointed officers, representatives or employees in relation to any matter, or if the Municipality has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the Municipality will consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives and whether the Municipality's experience with the Proponent indicates that there is a risk the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### 6. Negotiations

The RMOW reserves the right, at its sole discretion, to negotiate with the Preferred Respondent. In no event will the RMOW be required to offer any modified terms to any other Respondent prior to entering into an agreement with the Preferred Respondent and the RMOW shall not incur any liability to any Respondent as a result of such negotiation or modifications.

It is the intent of the RMOW to ensure it has the flexibility it needs to arrive at a mutually acceptable Contract. It is not the intent of the RMOW to allow for new or significantly altered Responses in any negotiations with the Preferred Respondent.

Negotiations may include:

- Price adjustments;
- Minor changes to the requirements and responsibilities;
- Contract payment details
- Selected contract terms contained in the pro-forma contract as identified by the proponent for negotiation.

If a Contract cannot be negotiated with the Preferred Respondent, the RMOW will follow the process outlined in Part 7 immediately below.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Preferred Respondent, the RMOW may, at its sole discretion at any time thereafter, terminate negotiations with that Respondent and either negotiate a Contract with the next best qualified Respondent and so on or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Respondents. Such cancellation does not preclude the RMOW from entering into a contract with a Respondent in respect of any aspect of the work contemplated by this Request.

## 8. Notification

All respondents will be notified of the outcome of the appraisal and award process. Unsuccessful respondents may request a debriefing interview with the RMOW.

# 6.0 APPENDIX A: SIGNATURE AND RESPONSE FORM

Complete this section and enclose it with your response.

| | |
|---|---|
| RFP Project Title: | 5342-2021 RMOW Window Cleaning Services |
| RFP Reference No: | 5342-2021 |
| Legal Name of Proponent: | _____ |
| Contact Person and Title: | _____ |
| Business Address: | _____ |
| Telephone: | _____ |
| E-Mail Address: | _____ |

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addendums, and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, we have allowed for these conditions and submit this Proposal in response to the RFP.

The undersigned further agrees, on behalf of the company named below, to supply the goods and services listed at the prices quoted and within the terms and conditions as identified in Request for Proposal. This Offer is valid and enforceable for at least Ninety (90) days following the closing date.

This proponent further warrants that this proposal is made without collusion with any other party except those expressly disclosed in this proposal and that the Proponent has no conflict of interest. The undersigned warrants that they have the authority to bind the company to this contract. I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the "prime consultant/contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant/contractor at the place(s) of the Services has been designated as the "prime consultant/contractor", I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this _____ day of _____, 2021

I/We have the authority to bind the Proponent.

| | |
|---|---|
| _____ | _____ |
| (Name of Proponent) | (Name of Proponent) |
| _____ | _____ |
| (Signature of Authorized Signatory) | (Signature of Authorized Signatory) |
| _____ | _____ |
| (Print Name and Position of Authorized Signatory) | (Print Name and Position of Authorized Signatory) |

# 7.0 APPENDIX B: SCOPE OF WORK

The RMOW is inviting qualified proponents to submit proposals for annual window cleaning services for a three year term, with two renewals of one year each. Annual services are required at nineteen RMOW building locations in Whistler in accordance with the requirements set out herein.

**7.1 Cleaning and scrubbing of building windows:**

1. Clean interior and exterior of all windows;

2. Clean interior and exterior of all window sills;

3. Prepare a brief report of any damage to windows, screens, or frames to RMOW FCM Staff;

4. Review of each building with a RMOW FCM staff member to ensure services meet RMOW standards (completion of any additional cleaning and scrubbing, if deemed necessary).

5. All work must be done with as little inconvenience to RMOW staff and building occupants as possible, while maintaining a clean and tidy work space.

5. All buildings to be cleaned once annually between the months of March 1st – June 30th (for 2022 on) .

6. The Proponent must give at least one week's notice to FCM indicating the date and time each location's windows will be cleaned. The intent is to provide enough time for necessary communication to the building occupants.

7. Contractor must adhere to and follow WorkSafe BC site specific fall protection guidelines and ensure fall protection equipment meets industry standards.

8. The proponent must provide details on the products to be used in the provision of these services and provide a description of how the services align with the use of the products. Environmentally conscious and non-scent products to be used.

**7.2 List of building locations:**

| # | Site Name | Civic Address |
|---|---|---|
| 1. | Animal Shelter (W.A.G.) | 8014 Nesters Rd. |
| 2. | Municipal Hall (incl. REX trailer) | 4325 Blackcomb Way |
| 3. | Public Safety Building (incl. Firehall trailer) | 4315 Blackcomb Way |
| 4. | Maury Young Arts Centre | 4335 Blackcomb Way |
| 5. | Public Works Yard | 8020 Nesters Road |
| 6. | Whistler Public Library | 4329 Main Street |
| 7. | Alta Vista Works Yard | 3000 Highway 99 |
| 8. | Meadow Park Sports Centre | 8625 Highway 99 |
| 9. | Spring Creek Firehall | 1505 Spring Creek Drive |
| 10. | The Point | 5678 Alta Lake Rd |
| 11. | PassivHaus | 7400 Fitzsimmons Road South |
| 12. | Spruce Grove Field House | 7328 Kirkpatrick Way |
| 13. | Gateway Loop Washroom | 4190 Gateway Drive |
| 14. | Whistler Olympic Plaza Washroom | 4365 Blackcomb Way |

2021 Schedule: Sites 7-14
2022 and onward Schedule: Sites 1-14

Reference to Appendix “D” for window information.

**7.3 Hourly / unit rates**
**Provide labour and equipment hourly rates to apply for additions or deletions to the work for the term of the Agreement.**

# 8.0 APPENDIX C: CONTRACT

By submission of an RFP the respondent to this Request agrees that a contract entered into between the RMOW and the selected respondent will be substantially the same as the attached template contract. Respondents are to identify any contract terms that they could not agree to and the identification of any such terms shall be included in post-closing negotiations, if any.

*Cleaning Services Agreement*

***THIS AGREEMENT*** *is effective as of the _____ day of _____, 2021*

*BETWEEN:*

***The Resort Municipality of Whistler****, having an address at 4325 Blackcomb Way, Whistler, B.C.V8E 0X5*

*(the "RMOW")*

*AND:*

*_____ having an address at*
*_____*
*_____*

*(the "Service Provider")*

***WHEREAS:***

*A. The RMOW invited responses to a request for annual window cleaning services at nineteen RMOW building locations and the Service Provider submitted a response for the provision of such services;*

*B. The RMOW has accepted the proposed services of the Service Provider, on the terms and conditions set out herein.*

*NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:*

*1. SERVICE PROVIDER OBLIGATIONS*

*1.1 During the terms of this Agreement, the Service Provider shall provide services, including all necessary tools and safety equipment for the RMOW's buildings located in Whistler, British Columbia, all in accordance with the specifications as attached hereto as Schedule "A".*

*1.2 The Service Provider covenants and agrees, during the term hereof, to perform to the best of its ability to a standard acceptable to the RMOW, the services set forth in this Agreement and specified in Schedule "A" hereto. The Service Provider shall meet with the RMOW on completion of services annually at the buildings to discuss any deficiencies in performance and shall agree in writing to a corrective course of action. Repeated deficiencies will be cause for termination of this Agreement. All work must be done with as little inconvenience to RMOW staff and building tenants as possible. The Service Provider shall propose a services and review schedule that will be agreed upon by both parties that identifies the start and finish times for all tasks. The RMOW will expect the Service Provider to adhere to the agreed upon schedule.*

*The Service Provider will be responsible to maintain a clean and tidy work environment to the satisfaction of the RMOW staff.*

*1.3 The Service Provider shall employ only competent, trained persons to do the work herein and the Service Provider's employees shall wear a picture ID card that clearly identifies that he/she is an employee of the Service Provider while on RMOW premises. The supervisor must be designated and be identifiable. The Service Provider further covenants and agrees to provide proof of bonding and RCMP criminal record checks for all employees of the Service Provider working on RMOW premises. All employees of the Service Provider who are working on RMOW premises must be identified prior to the signing of this Agreement and all new employees hired after this Agreement is signed and who have intentions to work on RMOW premises must subsequently be identified in writing to the RMOW. If, in the opinion of the RMOW, the Service Provider's employees are not compatible with RMOW staff or other Service Providers the Service Provider will remove these employees from any duties associated with the Agreement. The Service Provider will strictly control the actions of its employees while on RMOW property.*

*2. TERM*

*This agreement shall be in effect and binding on the parties from the date on which it has been signed by both parties and shall, subject to other provisions hereof, continue in force for a period of three (3) year with two (2) renewable periods of one (1) year, subject to conditions stated in this agreement, from the effective date referenced herein. The agreed upon performance requirements will be reviewed continually for compliance; the Service Provider must continue to meet the performance requirement for continuation of the contract. If the option to renew this contract for an additional and/or second 1 year term is exercised, the contract price may be renegotiated in each year, beginning 60 days prior to the contract*

*anniversary. If no agreement can be reached on a contract price by the anniversary date, the contract shall not be renewed.*

*3. FEES AND PAYMENT*

*The RMOW shall pay a fee to the Service Provider on an annual basis for the services provided. Following the annual service work the Service Provider shall provide a written invoice to the RMOW in accordance with the fees set out below. Payment by the RMOW shall be made in accordance with municipal accounting procedures as follows:*

*RMOW 2021 Window Cleaning Services $_____ excludes GST*

*RMOW Annual Window Cleaning Services for 2022 and thereafter: $_____ excl. GST*

*4. EXPENSES*

*The Service Provider shall pay all expenses whatsoever in connection with the provision of the services herein, including without limiting the generality of the foregoing:*

*(a) The purchase of equipment, vehicles and staff uniforms;*

*(b) Maintenance of equipment, vehicles, and uniforms;*

*(c) Supply of all staff and payment of all staff salaries, benefits and related costs;*

*(d) All fees for license and permits which may by law be required, and all taxes imposed, with respect to the provision of the services hereunder necessary for the performance of the work.*

*5. INSURANCE*

*The Service Provider, at its cost, agrees that it will obtain and pay premium thereon for the term of this Agreement, comprehensive public liability insurance and property damage insurance in an amount of not less than two million dollars ($2,000,000.00) inclusive against liability for bodily injury, or property damage, per accident or occurrence and otherwise, with an insurer and with a deductible and on terms satisfactory to the RMOW, which shall be named as an additional named insured thereof. The Service Provider further covenants and agrees to provide copies of*

*all insurance policies or certificates of these policies together with proof of payment to the RMOW at the time of signing of the contract.*

*6. BUSINESS LICENSE/WORKSAFE BC*

*The Service Provider shall maintain a valid RMOW Business License and provide evidence to the RMOW that it is in good standing with regard to Workers Compensation coverage with Work Safe BC.*

*7. RCMP CRIMINAL RECORD CHECKS/BONDING*

*The Service Provider agrees to provide proof of bonding and RCMP criminal record checks for all employees of the Service Provider working on RMOW premises.*

*8. INDEMNIFICATION*

*The Service Provider covenants and agrees to indemnify, protect and save harmless the RMOW, its officers, agents, servants and employees, from and against any and all loss, liabilities, costs, damages, actions, causes of actions, claims and demands of every kind, description and nature whatsoever which the RMOW may incur or suffer, or be put to, by reason of or in any way connected with, in whole or in part, any act or omission of the Service Provider, its employees or agents, hereunder.*

*9. TERMINATION*

*If the Service Provider fails to give satisfactory service to the RMOW in accordance with the terms of this Agreement or is in default of any of its obligations hereunder, then the RMOW may terminate this Agreement upon giving two (2) weeks' notice, in writing, to the Service Provider. Either party may terminate this Agreement, for any reason, upon giving thirty (30) days' notice, in writing, to the other party.*

*10. MISCELLANEOUS*

*10.1 This Agreement shall not be assignable by the Service Provider without the prior written consent of the RMOW.*

*10.2 The provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.*

*10.3 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors, administrators, executors, heirs and permitted assigns.*

*10.4 Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.*

*10.5 Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in full force and effect, and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.*

*10.6 Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, or sent by e-mail or postage prepaid mail, and addressed to the parties as follows:*

*Service Provider:*

*[Service Provider Firm Name]*

*[Address]*

*Phone: 604-XXX-XXXX*

*E-mail: XXXXX*

*RMOW:*

*Resort Municipality of Whistler*

*4325 Blackcomb Way, Whistler, BC, V8E 0X5*
*Attention: Andy Chalk*

*Phone: 604-932-5535*

*E-mail: FCMcapitalprojects@whistler.ca*

*In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.*

| | |
|---|---|
| *RESORT MUNICIPALITY OF WHISTLER* | ***[Service Provider Firm Name]*** |
| *By:*_____ | ***By:***_____ |
| *By:* _____ | |

## 8.1 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Preferred Respondent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

| **Insurance** | **Consultant** | **Independent or Trade Contractor** |
|---|---|---|
| Commercial General Liability (CGL) | $2 million per occurrence | $2 million per occurrence |
| Automobile Liability | $2 million per occurrence | $2 million per occurrence |
| Umbrella or Excess Liability | To bring CGL or auto liability to $2 million | To bring CGL to $3 million or auto liability to $2 M |
| Professional Liability | $2 million each claim | None |

# 9.0 Appendix D: Site information and photos:

1) Animal Shelter (W.A.G.), 8014 Nesters Road.

2) Municipal Hall, 4325 Blackcomb Way

2b) Municipal Hall: Resort Experience Offices

3) Public Safety Building (including Fire Hall #1 trailer)

4) Maury Young Arts Centre

5) Public Works Yard: Main Building

Public Works Yard: cont'd

6) Whistler Public Library

Whistler Public Library (con't)

7) Alta Vista Public Works Yard

8) Meadow Park Sports Centre

9) Spring Creek Fire Hall

10) The Point

11) PassivHaus

12) Spruce Grove Field House

13) Gateway Loop Washroom (under construction, completion Fall 2021)

14) Whistler Olympic Plaza Washroom

# 9.0 APPENDIX D: CONTRACTOR RMOW PANDEMIC SAFE WORK PROCEDURE ACKNOWLEDGEMENT

Prior to the commencement of the term of the Contract, the Preferred Respondent shall provide a signed acknowledgement form, substantially the same as the following template, agreeing to follow safety requirements and procedures as outlined in the attached RMOW COVID-19 Safe Work Guidelines.

*Contractor RMOW Pandemic Safe Work Procedure Acknowledgement*

The RMOW has made available to contractors the relevant RMOW Pandemic Safe Work Procedures and updates pertinent to the work they are engaging in and locations they will access. The contractor acknowledges that they have made available and reviewed the RMOW Safe Work Procedure(s) listed with contract staff, who agree to follow safety requirements and procedures outlined therein.

RMOW Pandemic Safe Work Procedure:

_____

_____

_____

Contractor Name: _____ Date: _____

Contractor signature: _____

| Employee last name | Employee first name | Date reviewed |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I acknowledge that my Supervisors &/or Managers made available and reviewed the following RMOW Pandemic Safe Work Procedure(s) with me. I agree to follow safety requirements and procedures outlined therein.

RMOW Pandemic Safe Work Procedure(s):

_____

_____

_____

_____

_____

Contractor Name (written): _____

Employee name (written): _____

Employee Signature: _____

Date: _____

# 10.0 Appendix E: RMOW COVID-19 Safe Work Guidelines

WHISTLER

## RMOW COVID-19 Safe Work Plan for the Resort Municipality of Whistler

### Background

As the Resort Municipality of Whistler resumes partial-operations, we are required to develop plans to reopen safely in accordance with the Order of the Provincial Health Officer to ensure the risk of transmission of COVID-19 at workplaces is minimized. These plans include assessing the risk of COVID-19 transmission in the workplace, and developing measures to reduce these risks. Measures in the form of Safe Work Procedures and Safe Work Guidelines were introduced to staff since the declaration of the pandemic.

### Purpose and Scope

This Safety Plan has been developed to ensure the safe operation of services during the COVID-19 outbreak. The procedures below will serve to eliminate, reduce and or control the hazards likely to be encountered by staff preforming their work tasks.

### COVID-19 Safety Plan

1. Assess Risk

The COVID 19 virus causes infections of the nose, throat and lungs. The virus is most commonly transmitted by an infected person through:

- Respiratory droplets generated when they cough or sneeze
- Close personal contact, such as touching or shaking hands
- Touching objects or surfaces with the virus on it, then touching your mouth, nose or eyes

Risk Assessments were conducted by RMOW department leadership then reviewed by (a) worker representative(s) identifying department specific areas and tasks where there may be risks to the COVID-19 virus. Risk assessments support the development and review of our Safe Work Procedures and Safe Work Guidelines, which mitigate the risk level of the potential exposure.

The principles used to conduct the risk assessment were based upon the Occupational Health and Safety Hierarchies of control; 1) Elimination by Physical Distancing, 2) Engineering Controls by installing physical barriers to separate people, 3) Administration Controls by establishing procedures and guidelines, and 4) Personal Protective Equipment, being worn by individual staff where the first three levels of control are determined to not be sufficient to control the risk.

All people interactions were reviewed for their risk level and their effective controls to reduce the risk. These interactions involve conducting municipal business with staff-to-staff, staff to public, and staff in commercial or residential settings. Positions were also cross referenced against the RMOW

COVID-19 Exposure Control Plan Risk Chart. Risk controls that were implemented adhere to WorkSafeBC COVID-19 protocols and public health agency recommendations.

## 2. Implement Protocols and Safe Work Procedures to reduce the risks

To reduce the risk of the virus spreading, the following protocols are implemented to protect against the risk of COVID-19.

### 2.1 Elimination Measures in place for maintaining physical distance

- Staff working from home or remotely when able to perform work functions
- Staggered work schedules to limit the number of staff working on site
- Staff working in cohorts to reduce the number of contacts
- Limiting, reducing or prohibiting visitors
- Eliminating non-essential in-person meetings
- Identifying and establishing occupancy limits for common areas such as break rooms, meeting rooms, washrooms, etc.
- Reconfiguring the workplace to keep workstations a minimum of 2 meters apart from one another
- Identifying directional flow of travel within facility corridors
- Restricting access to common areas and washrooms to facility staff

### 2.2 Engineering Measures – Barriers and partitions

- Installing physical barriers in Customer Service areas where staff cannot achieve or maintain physical distance from co-workers, customers or others
- Installing partitions in RMOW Operations Vehicles between the front and back seat

### 2.3 Administration Measures – Rules and Guidelines

- Adherence to the RMOW COVID-19 Exposure Control Plan
- Employee and contractor adherence to daily health screening prior to entering their RMOW worksite
- Installing the WorkSafeBC Visitor entry check and Occupancy limits posters at facility entries
- Installing the following WorkSafeBC posters within RMOW facilities:
  - Covering cough & sneezes
  - handwashing
- Installing signage within facilities about the requirements to sanitize or wash hands upon entry, maintain physical distance from others and adhere to appropriate respiratory etiquette
- Installing additional hand sanitizing stations at entry/egress points of the facilities
- Implementing RMOW Policy B-18, Face Mask Use within Municipal facilities, for all persons entering and or occupying an indoor facility operated by the RMOW

- Requirement to wear face masks in indoor public settings in adherence with the BC Public Health Office order
- Implementing and training staff to the following Safe Work Procedures:
  - Employees working on-site (Indoor and Outdoor)
  - Cleaning and disinfecting commonly used items
  - Organizing meetings during a pandemic
  - Issuing and wearing of non-medical masks
  - Vehicle operation during a pandemic
- Implementing Safe Work Guidelines for facilities or programs and instructing staff how to enter, exit and move through the facility to ensure distancing. Guidelines include outlining occupancy limits for department spaces and common areas; outlining direction of travel along corridors; propping open doors indoor where possible to reduce contact with handles and opening windows to increase ventilation
- Training and instructing staff to regularly wash their hands through crew talks, safe work procedures, safe work guidelines
- Implementing enhanced cleaning and disinfection of commonly touched surfaces and items to twice daily, as well as wiping down personal equipment and workstations prior to and after use
- Establishing COVID-19 protocols for visitors to the facilities including passive COVID-19 screening for visitors
- Positing facility protocols or assigning a greeter at entrances where public is welcome to orient customers

### 2.4 Personal Protective Equipment (PPE)

Personal protective equipment is considered for staff where higher level controls (i.e. elimination, engineering, and administration) are not appropriate or enough to control the risk of exposure to COVID-19. Personal protective equipment includes any and all of respiratory masks, gloves, eye protective and an apron or disposable coverall.

- Certain work tasks with a high risk of contact with COVID-19 will require staff to put on personal protective equipment
- Staff have been trained on the proper use, maintenance, and cleaning of the PPE

### Cleaning Protocols

- Enhancing daily cleaning and disinfection of high-contact touch surfaces (such as light switches, door handles/knobs, hand railings, push pads on doors, tables, paper towel dispensers, sanitizer handles, garbage can lids, buttons, soap dispensers, lunch/break tables, microwave/coffee buttons, etc.)
- Instructing departments to disinfect commonly touched surfaces/items twice daily. Less commonly touched surfaces and items will be disinfected once throughout the day.
- Instructing staff to wipe down their equipment, tools and machinery and at the start and end of their shift
- Reducing the amount of cleaning that is required by covering or boxing up equipment, tools and machinery that isn't used often

- Instructing staff to avoid using shared kitchenware

## 3. Policies and Guidelines

The following policies and guidelines are in place in order to prevent the spread of COVID-19:

- Staff and visitors who are showing symptoms of COVID-19 are to remain home and seek the medical advice of their physician or contact 8-1-1
- Staff and visitors who have arrived from outside of Canada must self-isolate for 14 days
- Staff and visitors directed by Public Health to self-isolate are to follow that advice and to remain at home
- If a staff member feels unwell while at work, staff have been instructed to self-isolate, then contact their supervisor to report their symptoms prior to leaving work to go straight home. Staff are instructed to contact 8-1-1 for guidance on testing and self-isolation
- Where staff are working alone or in isolation, they will adhere to the department specific working alone procedure
- The RMOW Violence in the Workplace Procedure and facility Codes of Conduct are reviewed with staff who are working with members of the public as people adapt to restrictions or modifications in the workplace
- Visitors attending to facilities that are open are restricted to the areas cordoned off to the public, and required to adhere to the facility safe work procedures and posted occupancy limits

## 4. Communication

Staff are trained to the RMOW COVID-19 Exposure Control Plan, Safe Work Procedures and Guidelines by their department supervisors and managers.

Supervisors and managers receive updates from the Human Resources Health and Safety Advisor with procedure changes and Health and Safety updates.

Signage is posted outside of the facility indicating who is restricted from entering the premises, including visitors and workers with symptoms. Additional signage promoting physical distancing, occupancy limits and hygiene practices are posted throughout the facility.

COVID-19 Safety Plans are updated as necessary on the public RMOW and Whistler Public Library websites.

## 5. Monitoring

The RMOW Safe Work Procedures and Guidelines will be reviewed and amended in accordance with health agency guidance, WorkSafeBC protocols or as gradual re-opening of facilities warrants their review. If work processes change resulting in an increased risk of COVID-19, the department supervisor or manager and Human Resources Health and Safety Advisor will reassess the risk and amend the control to ensure they are effective. If changes are made to procedures or guidelines, staff will be informed and relevant information will be updated on the RMOW and Whistler Public Library websites for public.

## 6. Assess and address Risks from Resuming Operations

Staff affected by changes made to work processes will be trained and informed of the new RMOW COVID-19 Plans, procedures and facility specific guidelines.

Staff concerns should be directed to the department supervisor, then Joint Health and Safety Committee representative and the Human Resources Health and Safety Advisor.

## Appendix E: Submission Checklist

- ☐ Price per building – form
- ☐ References
- ☐ Product detail
- ☐ Sub-contractor details
- ☐ Schedule
- ☐ Include weighted matrix items
- ☐ Appendix A – signature
- ☐ Unit labor rates/ equipment rates