



Request for Proposals No. 1660
Janitorial Services – Community Services Building

Issue Date: June 30, 2015

- Closing Time:** Proposals must be received no later than 3:00 p.m. (15:00 hours), Pacific Time on Wednesday July 15, 2015 (the “closing time”) at the “closing location”.
- Closing Location:** City of Nanaimo – Purchasing Department
2020 Labieux Road, Nanaimo, BC V9T 6J9
Phone: (250) 756-5319
Email for PDF files: purchasinginfo@nanaimo.ca
(Please note: maximum email file size limit is 8MB, or less.)
- Specification Questions:** Mark Demecha, Manager of Civic Facilities
Phone: (250) 756-5206
Email: mark.demecha@nanaimo.ca
- RFP Document Questions:** Silvia Reid, SCMP Buyer
Purchasing Department
Phone: (250) 756-5318
Email: purchasinginfo@nanaimo.ca
- Mandatory Site Meeting** Respondents must attend the mandatory site meeting on Tuesday, July 7, 2015 commencing at 10:00 a.m., Pacific Time at the Community Services Building, 285 Prideaux Street, Nanaimo, BC. Respondents to meet outside the main entrance.
- Confirmation Form:** For any further distributed information about this Request for Proposals (the “RFP”), please return the Confirmation Form attached as Appendix ‘D’. The City will attempt to send information directly to Respondents who have returned the Confirmation Form, but it is the responsibility of Respondents to ensure that all information has been received by monitoring the City of Nanaimo website at (www.nanaimo.ca) regularly up to the “closing time” of this RFP, for updates.

Table of Contents

1.0	Introduction	3
2.0	Mandatory Requirements	3
3.0	Proposal Submission Instructions and Format.....	3
4.0	Instructions to Respondents	4 - 7
5.0	Evaluation and Award.....	8 - 9
6.0	General Terms and Conditions.....	9
	Schedule 'A' Specifications	1 - 7
	Appendix 'A' Minimum Rate of Pay	1- 3
	Appendix 'B' Draft Form of Services Agreement	1 - 7
	Appendix 'C' Contractor Fuel Reporting Consumption Worksheet.....	1
	Appendix 'D' Confirmation Form (Fillable Form).....	1
	Appendix 'E' Proposal Response Form (Fillable Form)	1 - 6
	Drawing: Community Services Building Floor Plan	

1.0 INTRODUCTION

- 1.1 The City of Nanaimo (the “City”) invites interested companies to provide proposals for the provision of Janitorial Services to the Community Services Building located at 285 Prideaux Street, Nanaimo, BC as generally described in Schedule ‘A’ Specifications and elsewhere in this RFP document.
- 1.2 If awarded, the contract term shall be for an initial period of two (2) year commencing on or about August 1, 2015, with two (2) additional (1) year renewal terms at the sole discretion of the City.

2.0 MANDATORY REQUIREMENTS

2.1 Mandatory Criteria

The following are mandatory requirements. Proposals not clearly demonstrating that they meet these mandatory requirements will receive no further consideration during the evaluation process.

- .1 Respondents must attend the Mandatory Site Meeting as stated below in Section 4.0, clause 4.3.
- .2 Proposals must be received by the “closing date” at the “closing location” of this RFP solicitation.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS AND FORMAT

3.1 Proposal Response Form (Appendix ‘E’)

Included with the RFP document is the Proposal Response Form attached as Appendix ‘E’ which you are asked to fill out and signed by an authorized signatory of the Contractor. In order to receive full evaluation, Respondents should address each Section within Appendix ‘E’. If your response is considered to be lengthy, Respondents can provide an “initial response on Appendix ‘E’ and then provide the details as an Appendix referencing the Section and Requirement number.

Please note the maximum file size limit is (8mb) for electronically submitted proposals. No links or attachments should be embedded in the proposal response unless explicitly requested. All proposal responses are expected to be specific to the information requested.

- 3.2 **In addition** to completing the Proposal Response Form attached as Appendix ‘E’, Respondents are asked **to submit** for the following information, which will also form part of the evaluation:

- Personnel resumes of personnel assigned to the Work;
- Proof of Building Service Worker Level 1 Minimum for Personnel and or sub-contractors assigned to perform the Work.
- Site specific health and safety program;
- Sample weekly/monthly, quarterly, yearly janitorial service log sheet;

4.0 INSTRUCTIONS TO RESPONDENTS

4.1 Definitions

Throughout this Request for Proposal (“RFP”), the following definitions will be used:

- (a) **“Agreement”** means a Contract entered into between the City and a successful Respondent, if any, following the conclusion of the RFP process, which Contract is expected to be in substantially the same form as the “Draft Form of Services Agreement” contained in this RFP attached as Appendix ‘B’.
- (b) **“Contract”** will mean the written Agreement resulting from this Request for Proposals executed by the City and the Contractor.
- (c) **“Contractor”** or plural thereof means a Respondent, the proposal of which the City has accepted, and which Respondent has consequently entered into a Contract.
- (d) **“Facility”** means the Community Services Building where the Janitorial Services are to be performed.
- (e) **“Janitorial Services”** means the Janitorial Services as generally described in the Specifications attached as Schedule ‘A’ and elsewhere in this RFP document, in accordance with any Contract formed.
- (f) **“must” “mandatory” “shall”** means a requirement that must be met in order for a proposal to receive consideration.
- (g) **“RFP”** means this Request for Proposals which is comprised of the following:
 - RFP 1660 document (Section 1.0 to 6.0 inclusive)
 - Schedule ‘A’ Specifications
 - Appendix ‘A’ Minimum Rate of Pay
 - Appendix ‘B’ Draft Form of Services Agreement
 - Appendix ‘C’ Contractor Fuel Reporting Consumption Worksheet
 - Appendix ‘D’ Confirmation Form (Fillable Form)
 - Appendix ‘E’ Proposal Response Form (Fillable Form)
 - Drawing: Community Services Building Floor Plan(Collectively, the “RFP” documents)
- (h) **“Respondent”** or plural thereof means the person, company or corporation submitting a Proposal in response to this RFP.
- (i) **“Proposal”** means a proposal submitted to the City in response to this RFP.
- (j) **“Work”** means all labour, supplies, materials, equipment, supervision and includes anything and everything required to be done by the Contractor for the fulfillment and completion of the Janitorial Services.

4.2 RFP Documents and Site Examination

- (a) Each Respondent should examine the RFP documents and should make a careful examination of locations of the Work, and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature and extend of the Work and any and all matters which are referred to in the Specifications and Request for Proposals document, or which are necessary for the full and proper completion of any Work or are required by the conditions under which the Work must be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on a Respondent’s part.
- (b) The City does not make any representations or warranties concerning the completeness or accuracy of the information provided in or with the RFP documents, and each Respondent must evaluate such information as part of its overall assessment of the actual Work required for the Janitorial Services.

4.3 Mandatory Site Meeting

A mandatory site meeting will commence at 10:00 a.m., Pacific Time on Tuesday, July 7, 2015 at Community Services Building, 285 Prideaux Street, Nanaimo, BC. Respondents to meet outside the main entrance. Please be prompt. Failure of a Respondent to attend the site meeting, properly register and remain present for the duration, will entitle the City in its sole discretion to reject such Respondents proposal. The City will provide a sign-in sheet, which Respondents will be required to sign, as proof of attendance.

Questions posted by Respondents and answered at the site meeting may not be further documented or disseminated. Questions which are taken under advisement will be documented and the response will be issued as an addendum.

4.4 Closing Time and Closing Location

Proposals must be received by the Purchasing Department **no later than 3:00 p.m. (15:00 hrs), Pacific Time, Wednesday, July 15, 2015** (the “closing time”) by one (1) of the following two (2) methods:

- 1) By hand/courier delivery to the only acceptable address and department: Purchasing Department, 2020 Labieux Road, Nanaimo, BC V9T 6J9, clearly marked **“RFP No. 1660 Janitorial Services – Community Services Building”**;
OR
- 2) Electronically submitted at the only acceptable email address: purchasinginfo@nanaimo.ca **Please note: Maximum email file size limit is 8MB, or less.**

Late proposals for proposals received by facsimile **will not** be considered. It is the Respondent’s sole responsibility to ensure their proposal is received when, where and how it is specified in this RFP document. The City of Nanaimo is not responsible for lost, misplaced or incorrectly delivered proposals.

The wall clock in the Purchasing Department Office is the official time piece for the receipt of all proposals delivered by hand/courier. Electronically submitted proposals shall be deemed to be successfully received when displayed as new email has been received by the Purchasing Department at the City of Nanaimo. The City of Nanaimo will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

4.5 Questions related to this RFP

If a Respondent is in doubt as to the intended meaning of any part of the RFP document, or finds errors, omissions, discrepancies or ambiguities, a request for interpretation or correction must be submitted in writing to the following persons:

Specification Questions: Mark Demecha, Manager of Civic Facilities
Phone: (250) 756-5206
Email: mark.demecha@nanaimo.ca

RFP Document Questions: Silvia Reid, SCMP Buyer
Phone: (250) 756-5318
Email: purchasinginfo@nanaimo.ca

Questions after July 10, 2015 Pacific Time will only be answered at the discretion of the City, if time permits. If deemed necessary by the City, an addendum will be issued in accordance with clause (4.6) noted below.

Information obtained from any other source is not official and is not to be relied upon. No oral conversation will affect or modify the terms of this RFP.

4.6 Addenda

If deemed necessary by the City, any new or additional information will be issued by the City in the form of an Addendum, which shall form part of the RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Respondent. Any Addenda issued to this RFP will be posted on the City of Nanaimo website at (www.nanaimo.ca). The City will attempt to send addendums directly to Respondents who have returned the Confirmation Form, but it is the sole responsibility of Respondents to ensure that all addendums has been received by monitoring the above noted websites regularly up to the “closing time” of this RFP, for updates. Upon submitted a proposal, Respondents will be deemed to have received notice of all addenda issued.

4.7 Respondents Costs

Respondents shall be solely responsible for their own expenses in preparing a proposal, attending site meetings, presentations, demonstrations, interviews and subsequent negotiations with the City, if any. The City shall, in no circumstance, be liable to compensate Respondents for such costs, and by submitting a proposal each Respondent shall be deemed to have agreed that it has no claim.

4.8 Revisions to Proposals or Withdrawal

- (a) Respondent is entitled to amend its proposal at any time before the “closing time” for submission of proposals and must be received at the “closing location” as set out above in clause (4.4).
- (b) Respondent may withdraw their proposal at any time prior to the proposal “closing time” by submitting a written withdrawal letter to the Purchasing Department via email: purchasinginfo@nanaimo.ca, attention: Silvia Reid, Buyer.

4.9 No Collusion

Respondents must not communicate, directly or indirectly, with any other Respondents (including through any employees, agents or Contractors) regarding the preparation, content or submission of this proposal. Each proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other proposal. Submission of a proposal to the City is deemed to be a representation and warranty by the Respondent submitting that proposal that it has complied with the requirements of this clause. If the City determines that a Respondent has violated this clause, the City is entitled to disqualify that Respondent and to reject its proposal as being invalid.

4.10 Conflict of Interest

By submitting a proposal, the Respondent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City’s sole and unfettered discretion) to create a conflict of interest.

4.11 Solicitation of Council Members and City Staff

Respondents and their agents will not contact any member of the City Council or City Staff with respect to this RFP, other than the City contact named in this document.

4.12 No Contractual or Legal Obligations

The RFP documents are not intended to constitute, or be interpreted, as, a call for tenders, and the submission of a proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Respondent by the City, including any obligation or duty to accept or reject a proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a Contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the City and any Respondent until the issuance of a Purchase Order by the City with that Respondent.

4.13 Acceptance or Rejection of Proposals

(a) This is a Request for Proposals, not a call for Tenders. The City is under no obligation to award any Contract as a result of this RFP and reserves the right to cancel the RFP process at any time before or after the “closing time” and may issue a new RFP, and re-solicit with or without any change being made to the RFP documents or take other actions, as appropriate, if considered in the best interests of the City. Submission of a proposal by a Respondent and its subsequent receipt by the City does not represent a commitment on the part of the City to proceed any further with the Respondent. The City reserves the right to accept or reject any proposals, in whole or in part, or to waive any irregularities at its own discretion. The lowest or any proposals may not necessarily be accepted. Any Contract(s) awarded as a result of this RFP will be based upon the best overall value to the City, as solely determined by the City.

4.14 Litigation Clause

The City may, in its absolute discretion, reject a proposal submitted by Respondents, if the Respondent, or any officer or director of the Respondent is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:

- (a) Any other Contract for works or Services; or
- (b) Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment within five years of the date of this Request for Proposals.

In determining whether to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Respondent’s ability to work with the City, its consultants and representatives and whether the City’s experience with the Respondent indicates that the City is likely to incur increased employees and legal costs in the administration of this Contract if it is awarded to the Respondent.

4.15 Proposal Opening

Proposals will not be opened in public.

5.0 EVALUATION AND AWARD

- 5.1 For the purposes of proposal evaluation, the City may take into account any or all of the information received from Respondents under or pursuant to the RFP documents, the City's knowledge of, and past experience with, Respondent (including Respondent's performance on previous Contracts with the City, if any). The evaluation team will compare and evaluate all proposals in order to determine the proposal which provides the best overall value to the City using the following evaluation criteria:

The following weightings will be applied in evaluating proposals.

Desirable Criteria	Maximum Points
Company Profile and Experience	25
Experience and Qualifications of Personnel	20
Equipment, Janitorial Supplies and Cleaning Products	20
Financial. Lump Sum Contract Price	25
Optional Interview	10
Total Points	100

- 5.2 At its sole discretion, the City reserves the right to request clarification or additional information from a Respondent with respect to any proposal, and the City may make such request to only selected Respondents. The City may consider such clarification or additional information in evaluating a proposal. Such clarification(s) will not be construed as correction, revision or negotiation.
- 5.3 The intent is to award the contract to the highest overall scoring Respondent. The lowest or any proposal may not necessarily be accepted.
- 5.4 Preference will be given to Contractors within the Regional District of Nanaimo where quality, service and price are equivalent.
- 5.5 Awarding of any Contract(s) as a result of this RFP is contingent on satisfactory reference checks of the Lead Respondent and approval by the appropriate City authority as outlined in the City of Nanaimo Bylaw No. 7175 & funding.
- 5.6 The City is not obligated to any Respondent in any manner until an Agreement has been executed by the City of Nanaimo.
- 5.7 Unsuccessful Respondents may request a debriefing meeting with the City within (30) days following award.
- 5.8 **Negotiation**
It is the intent of the City to ensure the City has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the Lead Respondent including, but not limited to, matters such as changes to the specifications and/or scope of work, price adjustments if directly related to a change in the proposed changes to the specifications and/or scope of work, specific contract details as deemed reasonable for negotiation by the City. If a Contract cannot be negotiated within (5) business days of notification to the Lead Respondent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Respondent and either enters into negotiations with

the next qualified Respondent or cancel the RFP process and not enter into a contract with any Respondent.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Required Documentation

Prior to award of the Contract, the lead Respondent will be required to provide within five (5) business days of notice of award, at its own expense:

- (a) Provide the City with evidence of the required insurances prior to the commencement of this Contract. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. **The insurance certificate shall name the City of Nanaimo as an additional insured.**
- (b) A valid City of Nanaimo or Inter-Community business license.
- (c) Clearance letter from WorkSafe BC.
- (d) Criminal Record check for personnel and sub-contractors assigned to this Contract.

The above required documentation will be valid for the duration of the Contract. No Contract will be issued to any Respondent who is unable to provide the above documentation within (5) business days of notice of award.

6.2 Laws, Permits and Regulations

- (a) This RFP and any resultant Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (b) In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable Provincial, Federal, Municipal, City of Nanaimo by-laws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law and the Contractor shall comply with all the laws applicable to this Contract and performance of the Work.

6.3 Ownership of Proposals and Freedom of Information and Protection of Privacy Act

All proposals submitted become the property of the City, and as such are subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act. Respondents who wish to ensure particular parts of their proposal is protected from disclosure under the Act should specifically identify any information or records provided with their proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclose to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

6.4 Time of the Essence

Time is of the essence.

SCHEDULE A: SPECIFICATIONS

1.0 General Requirements

- 1.1 The Contractor shall be responsible to clean at a minimum the Community Services Building as indicated below in Section 2.0 Scope of Work, in accordance with the Cleaning Task Performance Standards identified in Section 3.0 below. There may be circumstances, however, where certain Tasks will require an increase or decrease in frequency to meet the needs of the Facility. A reduction in Tasks may incur due to renovations, non-use, budget restrictions, etc. The City will review any proposed changes with the Contractor with as much notice as possible so that the Work schedules and rates can be adjusted accordingly. Rates submitted will be adjusted in accordance the square foot rate stated in Appendix 'E', Section 4.0, clause 4.4.
- 1.2 The Contractor shall employ only qualified, experienced employees and sub-contractors in the performance of the Janitorial Services. Any persons deemed unqualified or unsuitable, in the opinion of the City, shall be replaced by the Contractor upon request.
- 1.3 All employees or sub-contractors of the Contractor assigned to this Contract:
 - (a) are required to have a Building Service Worker Certificate; and
 - (b) must have completed a WHMIS Awareness Program; and
 - (c) conduct a Criminal Record Check, prior to commencement of Work (cost to be borne by the Contractor)
- 1.4 The Contractor must notify the *Contract Administrator* or authorized designate of any changes in Contractor employees or sub-contractors within a seventy-two (72) hour timeframe. The Contractor must provide names, qualifications, verification of Building Services Worker Certificate and Criminal Record check. All changes must have prior approval by the City.
- 1.5 It is the Contractor's responsibility to:
 - (a) ensure that all its employees and sub-contractors promptly and diligently rectifies any defective Work, whether caused by poor workmanship, use of defective materials, negligence or omission, upon notification by the City; and
 - (b) ensure that all its employees and sub-contractors are made fully aware of the correct procedures in cases of emergency, i.e. fire, flood, intrusion, etc. (These procedures can be obtained from the *Contract Administrator* prior to commencement of the Contract).
- 1.6 **Safety and Security Procedures**

To ensure the health, safety and security of City staff and Contractor's employees and sub-contractors, the Contractor will:

 - (a) Ensure that all employees are conversant in ENGLISH;
 - (b) Ensure that all employees comply with the WorkSafe BC Health and Safety Regulations;
 - (c) Supply to its employees, written safety work procedures as to the safe and proper use of all cleaning products, equipment and chemicals and to be posted in each janitor storage/closet area;
 - (d) Provide to its employees, education, training and safe work procedures for the handling of bio hazardous infectious materials (e.g. blood and/or body fluids, handling or discarded syringes);

- (e) Ensure that all cleaning supplies used to clean work surfaces that may later be contacted by other persons (i.e. counter tops, tables, etc) shall be thoroughly rinsed off before leaving area; and

1.7 Material Safety Data Sheets (MSDS)

- (a) Material Safety Data Sheets **MUST BE** provided to the *Contract Administrator* and must also be posted in all janitorial rooms at the Facility for all WHMIS controlled supplies or materials that are brought into the Facility and used in the performance of this Contract.
- (b) All chemicals **MUST BE** labeled in accordance with WHMIS, Workplace Hazardous Materials Information System, in English and also in the working language of the employee(s).

1.8 Keys

The Contractor shall be issued two sets of keys to the Community Services Building, of which no copies shall be made. No additional keys will be issued to the Contractor. If keys are lost, the Contractor will inform the *Contract Administrator* immediately and will be responsible for any costs associated with re-keying a Facility.

- 1.9 The Contractor will not permit unauthorized access of persons to the Facility. No Contractor employee or sub-contractor shall bring into any Facility any person other than employees of the Contractor or sub-contractor who are scheduled to work at that time.

1.10 Equipment

- (a) The Contractor shall supply all equipment necessary to perform the Work to the satisfaction of the *Contract Administrator* or authorized designate. **All equipment shall be of a commercial type and must be approved / certified by one of the following organizations or deemed acceptable by the Province of British Columbia's Safety Authority (CSA, ULC, cUL, etc.).** The Contractor shall ensure employees use commercial equipment and accessories that are appropriate for the specific tasks being performed. Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardized the Contractors ability to provide the Janitorial Services agreed to.
- (b) The City will not be responsible in any way for the Contractor's equipment that may be damaged or lost by fire theft or accident. Equipment shall only be kept in the designated storage room / janitor closet. The Contractor will be responsible for adequately insuring its equipment stored on the City's premises against loss by fire, theft, accident or otherwise.

1.11 Janitorial Supplies and Cleaning Products

- (a) The Contractor will supply at its own cost Scent free Green Seal, EcoLogo or equivalent approved cleaning products, etc., necessary to carry out the cleaning and sanitary requirements for this Contract.
- (b) The Contractor will supply all janitorial supplies at its own cost, which include but not be limited to Green Seal, EcoLogo or equivalent approved toilet tissue (2 ply), paper hand towels, garbage bags, foam hand soap, and sani-bags. Garbage bags are to be compostable.
- (c) The City will not be responsible in any way for the Contractor's janitorial supplies and cleaning products that may be damaged or lost by fire, theft or accident. Janitorial supplies and cleaning products shall only be kept in the designated storage room / janitor closet.

- (d) All janitorial supplies and cleaning products used for performing the Work must be of a type, which will not have a deleterious effect on the buildings, their furnishings and finishes, the environment or persons using the same. All janitorial supplies and cleaning products must be pre-approved by the *Contract Administrator* or authorized designate.

1.12 Damages to Finishes and Appurtenances

Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior the damage and without cost to the City. If property damage resulting from the Contractor's negligence has to be repaired and/or replaced by the City, the expense for such work shall be deducted from the monies due to the Contractor.

1.13 Reporting Method's

.1 Contractor's Reporting Method (Day-To-Day Needs)

- (a) All communications from the Contractor's employees shall be directed to the *Contract Administrator* or authorized designate by email.
- (b) Written messages, instructions or requests for light replacement and other issues will be left by tenants of the Community Services Building on the cork-board on the janitor room door.
- (c) Any item requiring maintenance or repair such as: slow draining sinks or toilets, leaking fixtures or pipes, broken or cracked windows, loose flooring, ceiling tiles, inoperative or broken fixtures, lights, outlets and switches s, etc. shall be reported daily by email to the *Contract Administrator* or *authorized designate*.

.2 City's Reporting Method

The *Contract Administrator* or authorized designate will use e-mail to communicate to the Contractor any concerns or problems that need to be resolved. The Contractor is to contact by phone or e-mail within the current day or at the beginning of the next work day to schedule and implement corrective action of these issues.

1.14 Inspection of Janitorial Services

The City will, from time to time, perform random inspections for the sole purpose of assessing the Contractor's performance. The Janitorial Services to be performed shall be subject to random inspections by the *Contract Administrator* or authorized designate while in process or after completion. If any Work is found to be unsatisfactory and not in accordance with the requirements of the City, the City will notify the Contractor and the Contractor will take immediate steps for corrective actions, at the Contractor's expense and within the time frames specified by the City. Should the Contractor fail to remedy any part of the rejected "Janitorial Services" then the City may make alternative arrangements for the rectification and any expense incurred by the City in so doing will be fully recoverable from the Contractors money owing. Continued problems with unsatisfactory performance of "Janitorial Services" will constitute cause of cancellation of the Contract.

2.0 SCOPE OF WORK

- 2.1 Square footage of cleaning:
- Lower Floor: Approximately 1200 sq ft.
 - Main Floor: Approximately 1500 sq ft.
 - Upper Floor: Approximately 650 sq ft.
- 2.2 **Hours of Work:** Janitorial Services are to be carried out between the hours of 6:00 p.m. and 10:00 p.m., five days per week, Monday to Friday, except where otherwise specified. When leaving turn off the lights.
- 2.3 For the purposes of this Contract: the term “daily” means once per day, unless otherwise indicated. Weekly, Quarterly and Yearly Janitorial Services will be scheduled at a mutually agreed upon day.
- 2.4 All Janitorial Services are to be carried out in the public areas of the main, upper and lower floor of the Community Services Building. Public areas include, but not limited to: patios, washrooms, hallways, stairs/stair wells, entrances, outside windows, etc. All other areas are the responsibility of individual tenants.
- 2.5 No Janitorial Services are required on the following recognized statutory holidays, which include New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 2.6 **Janitors Closet / Storage Room**
Maintain tidy space, including equipment, supplies, etc. All chemicals and containers must be labeled with WHMIS regulations, respective of place purchased. MSDS binder on site. All supplies must be approved by the *Contract Administrator* or authorized designate.
- 2.7 **Task and Frequency**
All work is performed in accordance with the Cleaning Task Performance Standards identified in Section 3.0 below.
- .1 **Daily**
- Clear main entrances of debris, including patio area.
 - Replace burnt out lights in public areas, as required.
 - Report damage to facility or grounds to *Contract Administrator* or authorized designate, as noticed.
 - Check board for tenant request to change burnt out lights, maintenance requests.
 - Spot clean wall.
 - Wet mop kitchen floors with germicidal detergent.
 - Empty all waste receptacle containers and replace with new garbage bag (includes the waste receptacle containers in the patio area).
 - Re-fill and wipe daily soap and paper dispensers.
 - Waste receptacles in washroom are emptied daily and cleaned with germicide cleaners. Replace garbage bag daily.
 - Clean washroom sinks, fixtures, exposed chrome, partitions with germicide cleaner.

RFP No. 1660 Janitorial Services – Community Services Building
Schedule 'A' Specifications

- Clean toilets, de-scale toilets.
- Wet mop and clean and disinfect washroom floors with germicidal cleaner.
- Dry mop all stairs.
- Dry mop all common hallways.
- Remove all scuff marks from the floors.
- Vacuum all entrance mats.
- Clean all glass doors both sides daily.

.2 Weekly

- Dust ledges, mouldings and baseboards using a feather duster.
- Wash door kick plates and hand plates.
- Wash all door frames and hardware.
- Clean kitchen sink and counter tops. (Upper Floor only).
- Wash walls, floors to ceiling in washrooms with germicidal detergent.
- Wet mop all stairs with germicidal detergent.
- Wash hand railings with germicidal detergent.
- Vacuum underneath all entrance mats.
- Spot clean entrance mats.
- Wash out all garbage containers with germicidal detergent.

.3 Quarterly

- Wash all exterior windows.
- Dust high ledges and pipes.
- Dust all door vents.
- Dust blinds (Upper Floor only)
- Wash all interior windows in the common area. Interior windows in tenant spaces are excluded from Contract.

.4 Yearly

- Remove and clean all light lenses.
- Strip, reseal, and wax all stairs.
- Strip, reseal, and wax all common hallways, kitchens, washrooms.
- Steam clean entrance mats.

.5 Other

Fluorescent tubes to be replaced where needed or where requested by tenants, on a daily basis with 4' 32W warm white T-8 tubes. There are approximately 400 lights in the building. The City will provide fluorescent tubes and light bulbs.

3.0 CLEANING TASK PERFORMANCE STANDARDS

3.1 Standard for Dry Mop

All floors shall be swept using a treated mop head (including behind doors) and furniture.

3.2 Standard for Wet Mop

Contractor shall use clean, warm water and a mild detergent solution to remove stains and soil not removed by dry cleaning method. After wet mopping, the floor surface will present a clean appearance, free of odour, spills, spots, film and other non-permanent stains and soiling.

3.3 Standard for Vacuum Entrance Mats

Floor mats located in the interior of the facility shall be vacuumed daily to remove all visible debris and dirt. If vacuuming does not remove the affected soil, entrance mats will be swept with a stiff broom until visible soil has been removed. All floor mats will be lifted once per week to remove soil and moisture underneath. All entrance mats shall be returned to the normal location and shall be laid flat without wrinkles or bunching. Entrance mats shall not be placed upon a damp or wet floor surface.

3.4 Standard for Spot Cleaning Walls

Using appropriate tools and chemicals for the surfaces to be cleaning, remove smudges, fingerprints, marks, spots, streaks, heavy dust, soil and other non-permanent stains, etc. from floor level to ceiling. After cleaning, surfaces shall have a uniform appearance free of all smudges, marks, fingerprints, non-permanent stains and streaks, etc.

3.5 Standard for Wash Walls

Walls shall be washed without causing damage from floor level to ceiling height. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

3.6 Standards for Windows, Glass Entrance and Interior Doors

Using an appropriate glass cleaner, completely clean both sides of the windows glass on entrance and interior doors and windows. After cleaning, these surfaces will present a uniform appearance free of all smudges, fingerprints, non-permanent stains, streaks, lint, etc.

3.7 Standards for Waste Receptacles

All waste receptacles shall be emptied and returned to their original locations. Interior of waste receptacles (kitchen and washroom area) will be cleaned with an approved disinfectant to remove any debris and liquid due to leakage of garbage bags. Garbage bags will be replaced daily.

3.8 Standards for Washroom Cleaning

Maintaining a sanitary washroom environment that minimizes the possibility of cross-infection, is considered of a high priority by the City. Sanitation levels will be closely monitored by inspection.

(a) Clean Washroom Sinks, Exposed Chrome, Mirrors, etc.

- Thoroughly clean and disinfect all exposed surfaces of the bathroom sinks using an approved germicidal detergent.
- A non-abrasive cleaner and polish will be used on the exposed hardware. After cleaning, the fixtures will present a clean and bright appearance and be free of visible soil, streaks, smudges, residue cleaning agents, spots, stains, etc.
- Mirrors shall be cleaned using an approved glass cleaner to remove soil, streaks, smudges, film, etc. from the mirror's surface. The mirror's surface will be polished dry so that no visible signs of streaks, smudges, lint, film, etc. are present, leaving a uniform, clean appearance. The frame of the mirror will also be cleaned.
- Inoperable or broken fixtures shall be reported immediately to the *Contract Administrator* or authorized designate for repair.

(b) Clean Toilets

- Completely clean and disinfect, using an approved germicidal product, all exposed surfaces of the toilets. The interior of the toilets and toilet seats are to

be scoured using a bowl mop. After cleaning, the fixture(s) shall present a clean, bright, shiny appearance. Fixture(s) shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances.

- Any cleaning tools, such as brushes, cloths, sponges etc., used to clean toilets shall be used only for that purpose and shall not be used to clean any other surfaces such as sinks and counters. After cleaning, all fixtures shall present a clean, bright, shiny appearance and will be free of all streaks, spots, non-permanent stains or rings, etc.
- All metal hardware such as flush valves, faucet valves and faucets are to be wiped dry and be free of streaks, spots, stains, etc.
- The Contractor is to attempt to clear toilet and sink stoppages by use of a plunger only. If attempt to clear the stoppage(s) has failed the Contractor is to post an "Out of Order" sign on the sink or toilet stall door and shall report the stoppage immediately to the Manager of Civic Facilities for Building Maintenance Supervisor.
- Inoperable or broken fixtures shall be reported immediately to the *Contract Administrator* or authorized designate for repair.

(c) De-Scale Toilets

- Remove scale, mineral deposits and non-permanent stains, etc. from the interior of toilet bowls using approved cleaning supplies. After cleaning toilets, toilets shall be free from rings, mineral deposits and non-permanent stains, and will have a uniform, bright and clean appearance.

(d) Clean and Disinfect Washroom Floors

- Prior to mopping, the floor surface will be swept with a broom and/or dust mopped to remove all loose dirt and fine soil.
- Specific attention shall be given to the floor surface around and behind toilets. Floor surfaces around these areas shall be scrubbed using an appropriate cleaning tool and approved sanitizing cleanser to remove non permanent staining and build up prior to wet mopping.
- All floor surfaces shall then be cleaned with a hot water and environmentally friendly germicidal detergent solution.
- The cleaning solution is to be removed using a well-wrung out mop or it may be squeezed to the floor drain (where applicable).
- After wet mopping is complete; the floor surface shall be rinsed by mopping the floor surface with clean, clear water, using a separate mop. At the completion of task, the floor will have a uniform appearance free of odour, spots, spills, stains, dirt, oily film, mop strings, etc.

(e) Refill/Clean Paper/Soap/Sanitary Napkin Dispensers

- Restock all paper towel and dispensers to full levels.
- Replace consumed toilet tissue rolls and partial rolls which are down to the last few sheets.
- All empty soap dispensers will be filled.
- Remove liners upon each visit; wash all sanitary napkin dispensers with germicidal detergent inside.
- The dispenser's exterior surfaces will be cleaned with an approved germicidal detergent to remove fingerprints and smudges after filling.
- Any inoperable devices will be reported immediately to the *Contract Administrator* or authorized designate.

APPENDIX 'A' MINIMUM RATE OF PAY

**CITY OF NANAIMO and CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 41
COLLECTIVE AGREEMENT ARTICLE 31 MINIMUM RATE OF PAY**

Minimum Rate of Pay

The Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 says that:

Article 31- Contract or Sub-Contracts

Every contract made by the Employer for construction, remodeling, repair, or, demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

"Minimum rate of pay for work performed under this Contract or under Sub-contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401."

Please find below the rates that will apply to this contract. 95% rate is applicable for the first 60 calendar days from the commencement of the work. Full rate from day 61 onwards.

Position Title	95% first 60 days 2015	Full Rate 2015	Full Rate Jan 1/16 to Jun 30/16	Full Rate Jul 1/16 to Dec 31/16
Custodian	\$25.69	\$27.04	\$27.31	\$27.58

LETTER OF UNDERSTANDING #12
BETWEEN:
CITY OF NANAIMO
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Contracting Out Issues

The City of Nanaimo and CUPE Local 401 agree to the following conditions in order to:

- a) provide an interpretation of Article 31, Contracts or Sub Contracts.
1. Where the Union can provide documented evidence to prove to the City's satisfaction that a contractor hired by the City of Nanaimo is not paying wage rates pursuant to Article 31, the City will follow the process outlined in Appendix I.
2. The Parties agree that for the purposes of complying with Article 31, the rate for flagging shall be set at \$14.20 (2009 rate) per hour.
3. The City agrees to provide available cost information on contracts to the Union upon request
4. This Agreement will be effective on new contracts awarded after date of signing and on current contracts on which the Union provides evidence of breach of Article 31.
5. This Letter of Agreement forms part of the Collective Agreement and remains in effect in the same manner and to the same extent as any other provision in the Collective Agreement.
6. All issues arising under the grievance and/or issues relating to contracts in effect up to the signing of this Letter shall be deemed to be resolved and, no grievance will be filed in respect of any such issues with the exception of current contracts where either Party discovers that a contractor is contravening Article 31.
7. In the event a dispute occurs between the Parties regarding the implementation of this Agreement, either Party may refer the matter to or a mutually agreed arbitrator on an expedited basis for resolution.

Appendix I DEFINITIONS

"Work performed" refers to the current classifications contained in the Parties' Collective Agreement and not directly connected to the job which is contracted.

PROCESS

1. Each contract assigned to a contractor by the City of Nanaimo will contain terms:
 - (a) Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.

- (b) Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
 - (c) Entitling the City to copies of information showing the wage rates paid to its employees. (The City will provide copies to the Union if requested.)
2. In the event the City has concerns that a contractor is in violation of Article 31, the following shall apply:
- (a) The City shall immediately inform the contractor of its concerns and require the contractor to comply.
 - (b) The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
 - (c) If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
 - (d) If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks notice for failure to comply with provision of contract.
 - (e) The City may terminate the contract and/or withhold funds and/or require the contractor to submit appropriate monies to rectify the breach of contract.
 - (f) If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.
 - (g) Notwithstanding the above, the City may proceed to (d) or (e) directly.

APPENDIX 'B' DRAFT FORM OF SERVICES AGREEMENT

Note: *This Agreement is provided as a draft only; the Agreement between the City and the successful Respondent will be completed after negotiations have been finalized.*

THIS AGREEMENT is made as of the ____ day of _____, 2015 (the "Effective Date")

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(Hereinafter called the "**City**")

OF THE FIRST PART

AND:

(Hereinafter called the "**Contractor**")

OF THE SECOND PART

WHEREAS the City wishes to engage the Contractor to provide the Janitorial Services to the Community Services Building and the Contractor agrees to provide Janitorial Services in accordance with this Agreement to the satisfaction of the City, at the pricing submitted in Section 4.0 of Appendix 'E'.

1. Definitions

Throughout this Agreement, the following definitions will be used:

- (a) "**Contract**" means this written Agreement resulting from this Request for Proposals No. 1660, executed by the City and the Contractor and consists of the Contract documents as stated in clause 2 below.
- (b) "**Facility**" means the Community Services Building where the Janitorial Services are to be performed.
- (c) "**Janitorial Services**" means the Janitorial Services as generally described in the Specifications attached as Schedule 'A' in accordance with the Contract Documents.
- (d) "**Work**" means all labour, janitorial supplies, cleaning products, equipment, supervision and includes anything and everything required to be done by the Contractor for the fulfillment and completion of the Janitorial Services.

2. Contract Documents

The contract documents will consist of all the documents listed below, which may be amended from time to time by the City:

- This Agreement;
- The followed referenced sections of the RFP No. 1660;
 - Section 6.0 General Terms and Conditions
- Schedule 'A' Specifications
- Appendix 'A' Minimum Rate of Pay
- Appendix 'C' Contractor Fuel Reporting Consumption Worksheet;

- Appendix 'E' Proposal Response Form [Appendix 'E' as modified from the RFP document];
- Drawing: Community Services Building Floor Plan
- Business license and required insurances
- All attachments to the RFP 1660 documents;
- All amendments issued by the City; and
- Those parts not referenced above, but agreed upon by both parties.

All changes to the original Agreement will only be legally binding by written amendment to the Agreement issued by the City's Purchasing Department.

3. Term

The initial term of the Contract will be two (2) years and shall commence on the Agreement date (the "Effective Date" options to renew, at the sole discretion of the City, for two (2) additional one-year terms, unless cancelled or terminated sooner in accordance with the terms and conditions of the Agreement. The City shall not incur any liability should it choose not to exercise its exclusive option to extend the Agreement.

4. Conduct of the Contract

For the primary point of contact for this Agreement, the City designates as its *Contract Administrator*:

[Name, Title]

[Address]

[Phone]

[Cell No.:]

[Email]

For the primary point of contact for this Agreement, the Contractor designates:

[Name, Title]

[Address]

[Phone]

[Cell No.:]

[Email]

Either party may change its primary point of contact by providing written notice to the other party.

5. Business License

The Contractor and any approved sub-contractors shall obtain and maintain a current City of Nanaimo Business License or an Inter-Community License for the duration of the Contract.

6. Independent Contractor

The Contractor, its subcontractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and subcontractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

7. Invoicing and Payment

(a) Invoices to include:

- Company Name, legal address, contact number
- The City's purchase order number and Agreement No. 1660;
- Contractor invoice number;
- Facility Name;
- Monthly rate;
- Description of all extra approved work (to include number of hours, hourly rate, description of Work);

- Applicable taxes and grand total of the invoice.
- (b) The City's standard payment term is Net (30) days from invoice date or completion of Work, unless prior arrangements have been made with the City's Contract Administrator.
- (c) Invoices are submitted monthly in arrears to the Accounts Payable Department by mail to: City of Nanaimo, Accounts Payable Department, 455 Wallace Street, Nanaimo, BC V9R 5J6 or by email: finance.division@nanaimo.ca
- (d) The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing.
- (e) Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and prices have been authorized in writing by the City.

8. Sub-Contractors

- (a) The Contractor will bind all approved subcontractors to the terms of the Contract, as applicable to the subcontractors Work.
- (b) The Contractor will preserve and protect the rights of the City with respect to any Work performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement.
- (c) The Contractor shall require each of its sub-contractors to provide comparable insurance to that set forth below in clause 14.
- (d) The Contractor must comply with all conditions and safety regulations of WorkSafe BC and must be in good standing and must maintain this standing throughout the term of the Agreement.
- (e) All subcontractors are the responsibility of the Contractor.
- (f) The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. Independent Contractor

The Contractor, its subcontractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and subcontractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

10. Permits and Licenses

- (a) The Contractor(s), their employees, agents and vehicles shall have and maintain permits and licenses as required by law for the execution of Janitorial Services related to this Agreement.
- (b) Contractor(s) will be required to conform to all Federal, Provincial, and City Acts and Regulations that may apply to the Janitorial Services performed under this Contract. The Contractor is required to obtain and pay for all necessary permits, licenses, and inspection fees.
- (c) Certified copies of required permits/licenses will be available upon request by the City.

11. Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafe BC and the safety policies/procedures of the City of Nanaimo. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

12. Workers' Compensation Board (WorkSafe BC)

The Contractor and any approved sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:

- (a) Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Service;
- (b) Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirements of the Workers' Compensation Act and Regulations;
- (c) Be solely responsible for to ensure that all sub-contractors have proper Work Safe BC coverage;
- (d) Ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto;
- (e) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations; and
- (f) The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this Contract, not only the Contractor but by all subcontractors, workers, material men and others engaged in the performance of the Contract.

13. Indemnification

The Contractor agrees to indemnify, defend and save harmless the City of Nanaimo, including without limitation, its Council Members, agents, servants and employees from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officers, director or sub-contractor the Contractor pursuant to the Contract excepting always liability out of the independent acts of the City.

14. Insurance Requirements

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Contract term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo.

- (a) **Commercial General Liability Insurance** on an occurrence basis, in an amount not less than two million (\$2,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the Janitorial Services or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insured's, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice.

- (b) **Automobile Liability Insurance** covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Janitorial Services. The limit of liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) **All Risks Insurance** for loss of or damage to all Contractor's equipment, owned, leased or for which Contractor may otherwise be responsible and used or to be used in the performance of the Janitorial Services. This insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, Contractor shall if so requested by the City, forthwith replace such lost or damaged equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the City.
- (d) All insurance must be primary; and not require the sharing of any loss by an insurer of the City.
- (e) The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Section in its sole discretion.
- (f) The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- (g) The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

15. Criminal Record Check

The City requires that a criminal record check be conducted on all individuals performing Work under this Contract. The cost will be borne to the Contractor.

16. Laws, Permits and Regulations

- (a) This Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (b) In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable Provincial, Federal, Municipal, City of Nanaimo by-laws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law and the Contractor shall comply with all the laws applicable to this Contract and performance of the Janitorial Services.

17. Termination of Contract

- (a) The City reserves the right to cancel this Contract:
- (b) Immediately upon written notice if, in the opinion of the City, the Contractor is not fulfilling the terms, conditions and specifications of the Contract; or
- (c) More than three written occurrences of complaints for Work performed from the City; or
- (d) If, in the sole opinion of the City, the Contractor at anytime during the duration of this Contract, endangers the public safety; or
- (e) Unknown Personnel, sub-contractor or assignment of Janitorial Services to others; or
- (f) If the Contractor should be adjudged bankrupt; or
- (g) If the Contractor should make a general assignment for the benefit of its creditors; or
- (h) If a receiver should be appointed on account of the Contractor's insolvency; or
- (i) If the operational requirement of the City change for the Community Services Building.

In the event to City terminates this Contract:

- (a) The City's liability shall be limited to only the Contractor fees and expenses for satisfactorily completed Work up to the date of termination and not thereafter; and
- (b) The City may enter into a Contract, as it in its sole discretion sees fit, with another Contractor to complete the Project.

18. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, and of its obligation contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to fire, flood, storm, or, other natural disaster, accident or governmental regulations strike or restrictions of any kind.

19. Fuel Consumption Data Reporting

The City is required to track and report on contracted emissions that are derived from fossil fuel consumption used to operate vehicles, equipment and machinery. These include (but are not limited to) gasoline, diesel, propane, and bio-fossil fuel blends.

Commencing on the Contract effective date, the Contractor will be required to communicate the quantity of fuel used to operate vehicles, equipment, and machinery. Fuel consumption associated with the provision of the Work must be provided to the City at the end of the Project. Data provided should be completed as outlined on the Contractor Fuel Reporting Consumption Worksheet attached as Appendix 'C'.

Submit your completed fuel consumption worksheets to:

Name and Title: [_____] _____

Address: [_____] _____

Telephone: [250-_____] _____

Email: [_____] _____

20. Dispute Resolution

In the event of a dispute arising between the City and the Contractor as to their respective rights and obligations under the Contract, both parties agree to resolve the dispute by:

- (a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
- (b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All costs to be split equally.
- (c) If, after the mediation process is complete and the dispute is not resolved, the parties shall proceed to arbitrations following the rules of procedures as per the British Columbia International Commercial Arbitration Centre located in Vancouver, BC. All costs, with the exception of legal fees, shall be borne equally.

21. No Assignment

No Contractor may assign its Contract or any rights in respect of the same to any other party. Such an assignment or purported assignment will immediately invalidate the Contract.

22. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if send by:

- i. Registered Mail: City of Nanaimo, Purchasing Department, 455 Wallace Street, Nanaimo, BC V9R 5J6, attention Manager of Purchasing
- ii. Fax: 250.756.5327, Attention: Manager of Purchasing
- iii. Email: purchasinginfo@nanaimo.ca attention: Manager of Purchasing

AND

To the Contractor if send by registered mail addressed to the Contractor, fax or email at the addresses, fax number or email address set forth in Appendix 'E', Section 5.0.

23. Time is of the Essence

Time shall be of the essence in this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the Agreement "Effective Date" date written above.

Signed on behalf of the City of Nanaimo

(Authorized Signatory)

(Print Name & Title of Authorized Signatory)

(Date)

Signed on behalf of the Contractor

(Authorized Signatory)

(Print Name & Title of Authorized Signatory)

(Authorized Signatory)

(Print Name & Title of Authorized Signatory)

(Date)



APPENDIX 'C' CONTRACTOR FUEL REPORTING CONSUMPTION WORKSHEET - DO NOT COMPLETE

Company Name: _____
Address: _____
Phone Number: _____
Contact Person: _____
Title: _____
Contact Phone: _____

Contract Description: _____
Contract Number / Identifier: _____

Reporting Period:*

*(Annual reporting is the minimum requirement)

FROM: dd/mm/yyyy

TO: dd/mm/yyyy

Fuel Consumption Categories:	Type of Fuel	Total Consumption	Unit of Measure
Light Duty Vehicle - Two door passenger cars - Four door passenger cars - Station wagons	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Light Duty Truck - SUV's - Minivans - Full size vans - Pickup trucks GVWR under 3856Kg (8,500 lbs) and curb weight under 2722 Kg (6,000 lbs)	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Heavy Duty Truck - Road vehicles with a GVWR over 3,856 Kg (8,500 lbs) and curb weight over 2722 Kg (6,000 lbs)	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Off Road Vehicles and Portable Equipment - Vehicles and equipment not licensed for road use - Snowmobiles - ATV's - Lawnmowers and trimmers - Tractors - Construction equipment	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____

I / we certify that the above fuel consumption data represents the most accurate estimate of fuel consumption available for the reporting period.

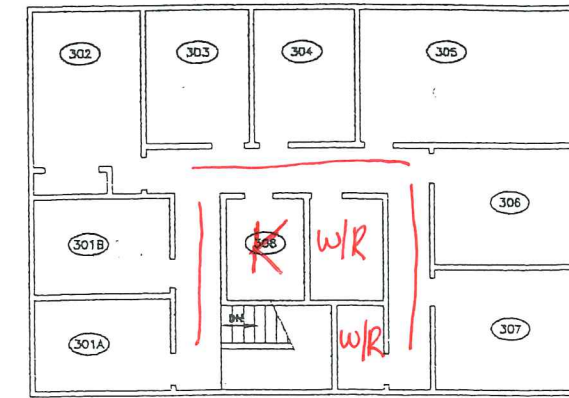
Signature

Title

Date (dd/mm/yyyy)

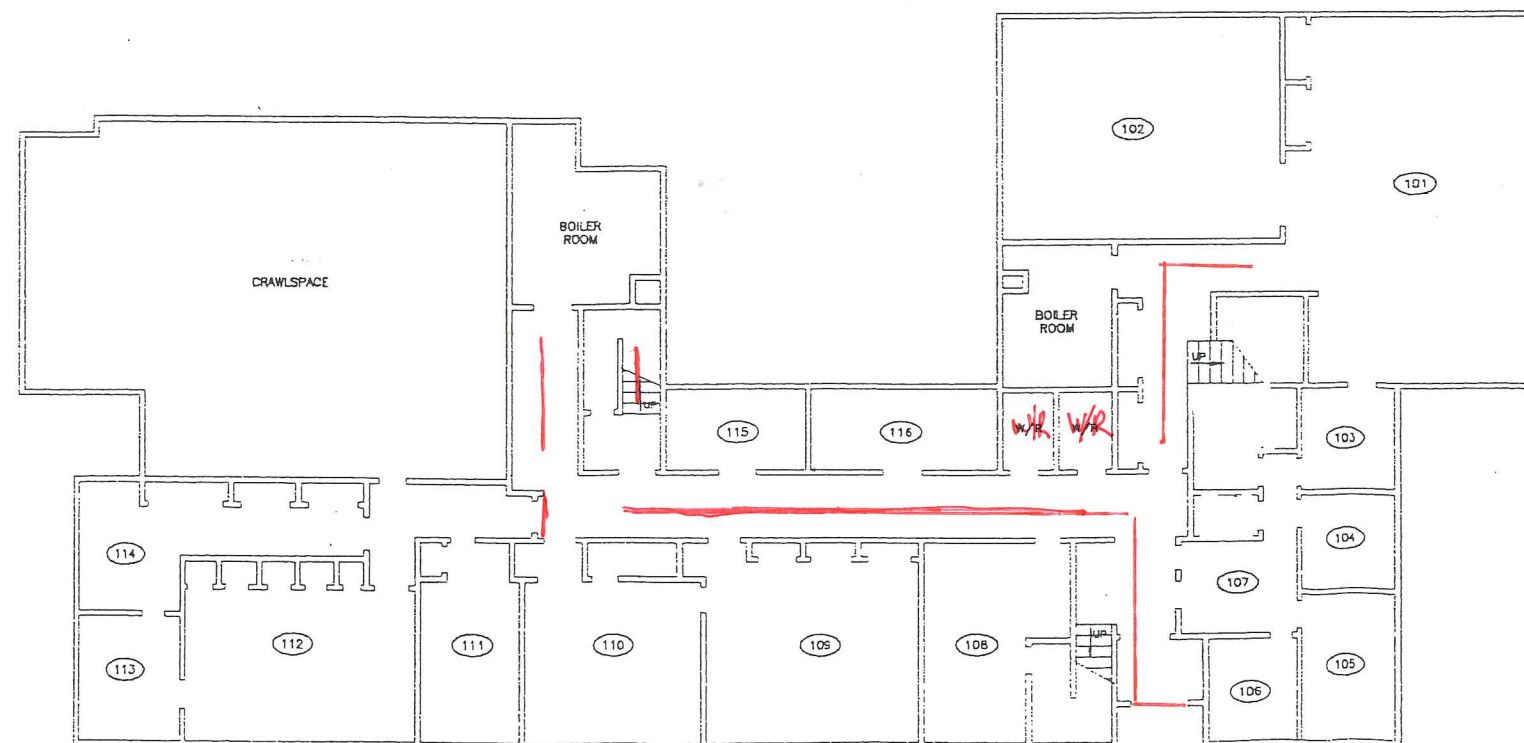


MAIN FLOOR PLAN



UPPER FLOOR PLAN

Shows approximate area where custodial services are required.



LOWER FLOOR PLAN