

REQUEST FOR PROPOSAL (RFP)
RFP2024-25 JANITORIAL SERVICES

Issue Date:	December 12, 2024
Closing Date and Time	Proposals must be received at the Closing Location BEFORE 2:00 p.m. Pacific Time on January 15, 2025.
Closing Location:	Proposals must be submitted using the following delivery method: BC Bid Electronic Submission: Submit an electronic Proposal using BC Bid. Proposals must be in accordance with the requirements set out in the process rules of the subject RFX. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.
Official Contact:	<p>The Official Contact for this RFP is: Ben Currie, Deputy Director of Financial Services, email: purchasing@sooke.ca</p> <p>Enquiries related to this RFP may only be directed in writing to the Official Contact using this email address. Information obtained from any other source is not official and should not be relied upon. Emails must include the reference to RFP2024-25 JANITORIAL SERVICES in the subject line.</p>
Proponents' Meeting and Site Visit:	<p>A Proponents' meeting with a site visit will be held at each of the three locations:</p> <p>On January 8, 2025, 10:00 a.m. at the District of Sooke office located at 2205 Otter Point Road, 10:45 a.m. at the Water Treatment Plant located at 7113 W Coast Rd, and 11:30 a.m. located at 2070 and 2080 Kaltasin Road.</p> <p>Attendance is optional.</p> <p>Oral questions will be allowed at the Proponents' meeting, however questions of a complex nature, or questions where the Proponents require anonymity, should be forwarded in writing to the Official Contact.</p>

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1. SUMMARY OF THE OPPORTUNITY

The District of Sooke (the “District”) is looking for a Contractor to deliver Janitorial Services for its following District office locations:

- a) District of Sooke Municipal Hall, 2205 Otter Point Road, Sooke, BC;
- b) Parks and Environmental Services Buildings, 2070 and 2080 Kaltasin Road, Sooke, BC; and
- c) Wastewater Treatment Plant (Administrative Building only), 7113 West Coast Road, Sooke, BC.

These Services are to be delivered outside the Business Day (i.e. before 7:00 a.m. and after 5:00 p.m. and/or on weekends, not during Council meetings in Chambers). Services will include regularly-scheduled cleaning, as well as ad hoc cleaning and related services that the District may request from time to time.

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

2. DEFINITIONS

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural).

- a) “**Addenda**” means all additional information regarding this RFP, including Amendments. The “Addenda” menu tab is located on the left margin of the specific opportunity in BC Bid. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- b) “**Amendment**” means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in BC Bid. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- c) “**BC Bid**” means BC Bid located at <https://www.new.bcbid.gov.bc.ca>.
- d) “**Business BCeID**” means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca/> for more information.
- e) “**Business Day**” means Monday to Friday (exclusive of all BC statutory holidays) between the hours of 8:30 a.m. and 4:30 p.m. Pacific Time.
- f) “**Closing Date and Time**” means the closing date and time for this RFP as set out on the cover page to the RFP.

- g) **"Closing Location"** means, as applicable, BC Bid for the submission of Proposals as set out on the cover page to the RFP.
- h) **"Contract"** means a written agreement executed by the District and the Contractor as a result of this RFP.
- i) **"Contractor"** means the successful Proponent to the RFP who enters into a Contract with the District.
- j) **"Director of Operations"** means the employee of the District of Sooke.
- k) **"District"** means the District of Sooke.
- l) **"Enquiries Deadline"** means the preferred cut-off date for supplier questions set out on the "overview" tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.
- m) **"Issue Date"** means the date the RFP was posted to BC Bid as set out on the cover page to the RFP.
- n) **"Municipal Hall"** means the District's Municipal Hall located at 2205 Otter Point Road, Sooke, BC.
- o) **"must"** or **"mandatory"** means a requirement that must be met for a Proposal to receive consideration.
- p) **"Official Contact"** means the individual named on the cover page of this RFP.
- q) **"Parks and Environmental Services Buildings"** means the District Offices located at 2070 and 2080 Kaltasin Road, Sooke, BC.
- r) **"Proponent"** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits or intends to submit a Proposal.
- s) **"Proposal"** means a written response to the RFP.
- t) **"Proposal Response Form"** means the attached Appendix B that Proponents are to use for their Proposals.
- u) **"Request for Proposals"** or **"RFP"** means this solicitation process, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda.
- v) **"RFx"** has the same meaning as RFP as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Proposal.
- w) **"Services"** means the services and any associated goods described in section 4 of this RFP.
- x) **"should", "may" or "weighted"** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

- y) **“Submission”** as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this RFP has the same meaning as Proposal.
- z) **“Submission Declaration Form”** means the form so identified and named in the RFP for use with Proposals submitted by email delivery if such submission methods are allowed by the RFP.
- aa) **“Wastewater Treatment Plant Administrative Building”** means the District Administrative Building located at 7113 West Coast Road, Sooke BC.
- bb) **“You”** and **“Your”** as used in the Submission Declaration Form and any pop-up advisories related to this RFP has the same meaning as Proponent.

3. OBJECTIVES & BACKGROUND

Objectives

The District requires a Contractor to provide the Services to ensure an appropriate level of cleanliness for the safety and comfort of employees, contractors and others within the Municipal Hall, Parks and Environmental Services Buildings, and the Wastewater Treatment Plant Administrative Building.

Background

Description of Sites

Proponents are advised to attend the Proponents’ Meeting and Site Visit if they are not familiar with the Municipal Hall, Parks and Environmental Services Buildings, and the Wastewater Treatment Plant Administrative Building.

The overall square footage of each location where the Services will be provided is generally as follows:

- Municipal Hall: 2205 Otter Point Road, Sooke, BC:
 - Main floor: 7928 square feet, consisting of one (1) kitchen, four (4) washrooms, twenty-one (21) offices, twelve (12) cubicles, and one stairwell with carpet.
 - 3rd floor: 2894 square feet, consisting of one (1) Council Chambers, one (1) kitchen, four (4) washrooms, and one stairwell with foyer and vinyl flooring.
- Parks and Environmental Services Buildings:
 - 2070 Kaltasin Road, Sooke, BC: 984 square feet, consisting of a double-wide ATCO trailer with four (4) cubicles, one (1) kitchenette, one (1) meeting space, two (2) washrooms, and a small locker room.

- 2080 Kaltasin Road, Sooke, BC: 760 square feet, consisting of three (3) offices, four (4) cubicles, one (1) kitchenette, and one (1) washroom.
- Wastewater Treatment Plant Administrative Building: 7113 West Coast Road, Sooke, BC:
 - 896 square feet, consisting of two (2) hallways, one (1) kitchen/lunchroom, one (1) laboratory room, two (2) offices, two (2) washrooms, and one (1) change room.

Floorplan layouts and materials may change from time to time.

The District reserves the right to temporarily suspend services without prior notice, such as during renovations.

Incumbent Contractor

The District has been contracting with McDerMaids Ltd. to deliver the janitorial services. This existing contract is ending with no further options to extend. McDerMaids Ltd. is eligible to respond to this RFP.

4. SCOPE OF WORK

This section of the RFP describes the work expected to be completed by the Contractor.

Contractor Responsibilities

The Contractor will provide the following Services outside of Business Day hours (i.e. before 7:00 a.m. and after 4:30 p.m. Pacific Time, Monday to Friday, and/or on weekends and not during Council meetings). A minimum schedule for the Services is provided for each location.

Papers and files shall not be disturbed in office areas.

The Contractor is required to keep confidential any information witnessed during delivering the janitorial services.

Municipal Hall Cleaning Requirements:

The mandatory cleaning schedule for the Municipal Hall location is as follows:

- a) Sunday, Tuesday and Thursday:
 - i. Main floor - Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors of four (4) washrooms on main floor.
 - ii. Third (3rd) floor - Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors of four (4) washrooms.

- iii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop on main floor.
 - iv. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - v. Clean and sanitize kitchen sink, fixtures, counter, tables and surfaces in main floor kitchen (lunchroom).
- b) Once every week:
- i. Main floor, Third Floor, and Staff Stairwell - Vacuum all carpeted floors removing all foreign residues.
 - ii. Main floor, Third Floor, Public Stairwell, and Foyer - Sweep and wet mop all non-carpeted floors removing all foreign residues.
 - iii. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
 - iv. Sanitize all door handles.
 - v. Empty all recycling and garbage baskets and dump contents into waste bins located in fenced compound behind building, separating recycling items (Appendix C).
 - vi. Each Sunday, the Council Chamber floors, tables, touch points, and chairs to be cleaned in preparation of Monday's Council Meetings.
- c) Every two (2) weeks:
- i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, wall hangings, etc.
 - ii. Dust all furniture and fixtures including windowsills, ledges, moldings, baseboards, etc.
 - iii. Clean all glass entrance doors.
 - iv. Clean water cooler/dispenser on fridge.
 - v. Replenish deodorant supplies.
- d) Every three (3) months:
- i. Clean fridges.
 - ii. Wash interior and exterior windows and doors.
 - iii. Dust high surface areas, such as on top of tall cabinets.
 - iv. Vacuum and dust all HVAC air returns and diffuser grills.
- e) Once per year:
- i. Defrost fridge.
 - ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
 - iii. Clean all blinds.

Wastewater Treatment Plant Administrative Building

The minimal cleaning schedule for the Wastewater Treatment Plant Administrative Building location is as follows:

- a) Once every week:
 - i. Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.
 - ii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop.
 - iii. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - iv. Vacuum all carpeted floors removing all foreign residues.
 - v. Sweep and wet mop all non-carpeted floors removing all foreign residues.
 - vi. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
 - vii. Sanitize all door handles.
 - viii. Empty all recycling and garbage baskets and dump contents into waste bins, separating recycling items (Appendix C).
- b) Every two (2) weeks:
 - i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, and wall hangings, etc.
 - ii. Dust all furniture and fixtures including windowsills, ledges, moldings, and baseboards, etc.
 - iii. Clean all glass entrance doors.
 - iv. Replenish deodorant supplies.
- c) Every three (3) months:
 - i. Clean water cooler dispenser.
 - ii. Clean fridge.
 - iii. Wash interior and exterior windows and doors.
 - iv. Dust high surface areas, such as on top of tall cabinets.
 - v. Vacuum and dust all HVAC air returns and diffuser grills.
- d) Once per year:
 - i. Defrost fridge.
 - ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
 - iii. Clean all blinds.

Parks and Environmental Services Buildings

The minimum cleaning schedule for the Parks and Environmental Services Buildings location is as follows:

- a) Once every week:
 - i. Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.
 - ii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop.
 - iii. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - iv. Vacuum all carpeted floors removing all foreign residues.
 - v. Sweep and wet mop all non-carpeted floors removing all foreign residues.
 - vi. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
 - vii. Sanitize all door handles.
 - viii. Empty all recycling and garbage baskets and dump contents into waste bins, separating recycling items (Appendix C).
- b) Every two (2) weeks:
 - i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, and wall hangings, etc.
 - ii. Dust all furniture and fixtures including windowsills, ledges, moldings, and baseboards, etc.
 - iii. Clean all glass entrance doors.
 - iv. Replenish deodorant supplies.
- c) Every three (3) months:
 - i. Clean water cooler dispenser.
 - ii. Clean fridge.
 - iii. Wash interior and exterior windows and doors.
 - iv. Dust high surface areas, such as on top of tall cabinets.
 - v. Vacuum and dust all HVAC air returns and diffuser grills.
- d) Once per year:
 - i. Defrost fridge.
 - ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
 - iii. Clean all blinds.

Ad hoc Cleaning Requests

If and when requested, the District may require the Contractor to perform additional cleaning and/or related services. This may include additional

instances of any of the regular cleaning described above, as well as the following, noting that this is not necessarily a full and complete list of all ad hoc services that may be requested:

- a) Additional cleaning before and after a meeting or event.
- b) Rearrange furniture.
- c) Clean dishes.
- d) Deep cleaning walls, ceilings, baseboards, and closets.
- e) Cleaning the inside of cupboards and/or refrigerators.
- f) Reseal washroom floors.
- g) Cleaning of other District facilities.

The District makes no guarantee that any ad hoc cleaning requests will be made and reserves the right to hire other contractors for any ad hoc cleaning services needed.

Supplies

The Contractor is responsible to provide its staff and/or subcontractors with appropriate personal protective equipment and supplies, such as latex or rubber gloves.

The Contractor will provide a list of required cleaning materials and supplies to the District on an as-needed basis, to ensure an adequate supply for all Services.

The Contractor will also notify the District of any washroom or kitchen supplies that are in low supply.

Security

The Contractor will ensure that the buildings are secure (i.e. all windows and doors are locked) while delivering the Services and before leaving the premises.

The Contractor's staff and/or subcontractors providing the Services will not allow anyone other than those authorized to deliver the Services into the buildings.

Health and Safety

The Contractor is responsible to ensure the health and safety of all its staff and/or subcontractors providing the Services.

The Contractor will promptly notify the District of any issues that may present a risk to those providing the Services.

Bonding

All employees and subcontractors that deliver the Services are required to be bonded to ensure that the District is protected from any fraudulent act committed by the employee or subcontractor. The Contractor will ensure that only bonded staff and/or subcontractors provide the Services.

Insurance Requirements

The Contractor will be required to maintain the following insurances for the duration of the Contract:

- a) Five million dollars (\$5,000,000) comprehensive general liability insurance, with the District of Sooke named as an additional insured.
- b) WorkSafeBC account in good standing covering any and all persons who will be providing the Services.

Reporting

The Contractor's staff and/or subcontractors delivering the Services will report any damages or issues immediately and, each time Services are provided, complete a checklist confirming the Services that were completed. These reports will be delivered monthly to the Director of Operations.

District Responsibilities:

The District will be responsible to:

- a) Supply the Contractor with adequate access keys or fobs that allow independent access to conduct the Services.
- b) Give an orientation to the Contractor to review access and storage of cleaning supplies and materials.
- c) Provide all cleaning equipment, including vacuum, mop handles and heads, bucket, broom, and dust pans.
- d) Provide all cleaning supplies, including but not limited to, detergents, cleansers, glass and floor cleaners, cleaning powders, floor finish, paper towels, wash cloths, and rags.
- e) Provide supplies needed for the washrooms and kitchen/kitchenettes, including paper towels, toilet paper, hand soap, deodorant blocks, dish soap, and dishwasher detergent.
- f) Provide incidental supplies, such as garbage bags.
- g) Provide timely direction to the Contractor, including answering any questions related to the delivery of Services.

- h) Document any issues with the adequacy of the Services and follow up with the Contractor for resolution.

Contract Term

The Contract term is expected to be for three (3) years, with two (2) one- (1) year options to renew at the sole discretion of the District.

Appendix A: Contract Form sets out the form of contract or the select base terms and conditions. Proponents should carefully review RFP process rule 8.13 and the terms and conditions set out in Appendix A: Contract Form, including the Schedules.

Out of Scope

The Contractor will not be responsible for cleaning any fire equipment, Parks tools and equipment, wastewater treatment plant equipment or other specialized areas.

5. PROPOSAL REQUIREMENTS AND RESPONSE GUIDELINES

For a Proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7 (Mandatory Criteria) of the RFP. Proposals that do not meet all mandatory criteria will not be considered further.

All Proposals that meet the mandatory requirements will be evaluated and described in Section 7 (Weighted Criteria).

The RFP Appendix B Proposal Response Form provides detailed information on what the District is seeking and what information Proponents should include in their Proposals. It includes “Response Guidelines” which are intended to assist Proponents in the development of their Proposals.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or, if applicable, exceeds the District’s expectations with respect to a particular response guideline.

Proposals should not contain links to information that is not set down directly in the Proponent’s Proposal. Should this occur, the District may disregard any referred to source of information that is not contained in the Proposal being evaluated.

6. PROPOSAL FORMAT

Proponents should ensure that they comply with all mandatory requirements and fully respond to all other requirements in the RFP to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed to provide consistency in Proponent responses and ensure each compliant Proposal receives full consideration.

All pages should be consecutively numbered.

The RFP Appendix B Proposal Response Form or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable, and must be submitted as the Proponent's Proposal.

7. EVALUATION

Evaluation of Proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District intends to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores and who offers the lowest overall summed price, as described in the table below.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

Mandatory Criteria

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

Mandatory Criteria
a) The Proposal must be in English.
b) The Proposal must be received before the Closing Date and Time.
c) The Proposal must comply with the Response delivery submission method requirements set out in the RFP cover page of this document and in accordance with RFP sections 8.1 and 8.2.
d) The Proponent must have five (5) or more years of experience within the past ten (10) years (as of the Issue Date) delivering services of a similar scope and complexity.
e) The RFP Appendix B Proposal Response Form or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.

Weighted Criteria

Proposals meeting all the mandatory criteria set out above will be further assessed against the following weighted criteria:

Weighted Criteria	Weight	Minimum score (if applicable)
Capabilities (Appendix B section 4.1)	50	35
Approach (Appendix B, section 4.2)	50	35
TOTAL	100	70

Price Evaluations

Price will be evaluated as follows:

- a) Only those proposals that have met all mandatory requirements and minimum scores, if any, will be evaluated.
- b) The following scenario will be used to determine an overall scenario price for each Proponent:
 - The total costs for all regularly scheduled Services at each location (as described in section 4) will be multiplied by 3 for each of years one, two and three;
 - Thirty-five (35) ad hoc hours will be multiplied by the hourly rate proposed for each of years one, two and three; and
 - The totals of the regularly scheduled Services and ad hoc Services will be summed to create an overall scenario price for each Proponent.
- c) The Contract will be offered to the Proponent who has the lowest overall summed price, meets mandatory criteria, and meets the minimum score in the weighted criteria above.

Tie Breaker

If there is a tie between one or more Proponents, then the Proponent with the highest score in the Capabilities category set out in mandatory criteria and will be considered the lead Proponent. If, after the foregoing, a tie remains between one or more Proponents, then the Proponent with the highest score in the Approach

category set out in above section will be considered the lead Proponent. If, after all the foregoing, there remains a tie between one or more Proponents, then the tie shall be finally broken by using www.random.org/lists/. All tied Proponents authorize the District to use www.random.org/lists/ and the tied Proponents' names in relation to randomly generating the lead Proponent using www.random.org, which will be deemed the final and conclusive method to break the tie.

The District will enter the tied Proponent names into the www.random.org/lists/ application (in no particular order) and select the button "randomize" once. The order returned will be used to rank the tied Proponents. For further clarity, the Proponent that is assigned number "1" will become the lead Proponent.

The order assigned to the tied Proponents by www.random.org/lists/ shall also serve as the order of Proponents for the purpose of the RFP.

The Official Contact will notify all tied Proponents in the event of a tie and offer all tied Proponents the opportunity to witness the tie breaking procedure. In such a case, all tied Proponents consent to their respective identities being made known to each other and consent to the tiebreaking procedure being conducted and broadcast through, at the option of the District: video conferencing technology, or in person, or some combination thereof.

Reference Checks

The District may conduct reference checks on the Proponent and, if applicable, any Proponent resources proposed by the Proponent.

The Proponent, on request by the District, will provide referee information set out below for itself and for any Proponent resource (if applicable) that corroborates the relevant work experience.

References need to be from a referee that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of referee.
- b) Current contact name, position, mailing address, telephone number, and email address of the referee; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable.

Failure to provide the referee information set out above will result in the Proponent and Proponent resource, if applicable, failing the reference check. Reference checks will be conducted, on a pass-fail basis, on the Proponent and Proponent resource, if applicable. The District reserves the right to reject the Proponent and any Proponent resource whose references, in the District's sole opinion, are deemed to be unsatisfactory.

In addition, the District reserves the right to contact referees that were not provided to the District by the Proponent to obtain references pertaining to the Proponent and Proponent resource (if applicable). This includes contacting substitute referees from the same reference company as the one provided by the Proponent.

The District reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in the District's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the District, including any reservation of rights set out in section 8.21 of this RFP.

8. RFP PROCESS RULES

8.1 Acceptance of Terms and Conditions

8.1.1 Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

8.1.2 A Proposal must 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:

- i. For Proposals submitted by a Proponent with a Business BCeID that is registered to submit its Proposal electronically through BC Bid, clicking the "I Agree and Submit" button that follows the pop-up advisory associated with Proposal submission constitutes the signature of the Proponent and is acceptable without additional signature. By submitting its Proposal electronically through BC Bid, the Proponent is agreeing to the terms and conditions of the RFP.
- ii. For Proposals submitted by email, Proponents must complete and submit the Submission Declaration Form.

8.2 Submission of Proposals

8.2.1 Proposals must be received before the Closing Date and Time at the Closing Location using one of the

permitted submission methods specified on the cover page of this RFP. Proposals must not be sent in a manner not authorized by the RFP. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.

8.2.2 For electronic submissions (BC Bid), the following applies:

- i. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Date and Time.
- ii. The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less.
- iii. 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 District may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

8.2.3 Proponents must become a registered e-bidding user of BC Bid. Only

registered e-bidding users of BC Bid can make electronic Proposals on BC Bid. BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Proponents should refer to the BC Bid website for further information. For email Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in Section 7.9.1 the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.

8.2.4 The District 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 the Closing Date and Time.

8.2.5 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 BC Bid.

8.2.6 Submitting through BC Bid may afford the Proponent with tool tips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Proponents that nonetheless elect to use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Proponent elect to use submission methods (if allowed) other than submitting through BC Bid, the Proponent consents to the District taking such steps that are necessary to input information from Proponent's Proposal into BC Bid for evaluation purposes.

8.3 Amendments and Addenda

Proponents should continually monitor the RFP as published on BC Bid in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have

submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" menu tab.

8.4 Additional Information

8.4.1 It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid.

8.4.2 Proponents are encouraged to become a registered user of BC Bid and to subscribe to BC Bid's email notification service to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid's email notification service is an annual fee-based subscription service, and the duration of the registration process may vary for different users. Proponents should refer to the BC Bid website for more information.

8.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and 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 by the District at the Closing Location will prevail whether accurate or not.

8.6 Proposal Irrevocability

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

8.7 Pricing

Without limiting any terms or conditions set by the District in this RFP, the following terms and conditions apply to pricing for the RFP:

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

8.7.2 Regardless of the allowed Proposal submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is being evaluated, whether or not the Proponent is required to provide a sum total of that unit pricing, so long as all of the required unit pricing components are proposed, if the Proponent has made a mathematical error in adding up the sum total of all required unit pricing, then, and in that event, the District will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.

8.8 Completeness of Proposal

By submitting a Proposal, the Proponent covenants and 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.

8.9 Changes to Proposals

8.9.1 For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previous submission using the “other actions” menu and submit a new Proposal before the Closing Date and Time.

8.9.2 For Proposals submitted through BC Bid, to withdraw a Proposal electronically through BC Bid, the Proponent will need to go to the “submission history” tab and select “submission withdrawn” from the dropdown in the “withdrawn” column of the table on that screen. Withdrawn Proposals cannot be recovered. This must be done before the Closing Date and Time or the Proposal will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.

8.9.3 In lieu of amending or withdrawing a Proposal in accordance with above subsections (instances where

the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection, the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

8.10 Conflict of Interest, Unfair Advantage, Bias and No Lobbying

8.10.1 By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent’s subcontractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent’s subcontractors and named personnel, if any) with respect to the procurement process.

8.10.2 A Proponent may be disqualified if the Proponent’s (including a Proponent’s subcontractors and named personnel, if any) current or past corporate or other interests, may, in the District’s opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent’s subcontractors and named personnel, if any) and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent’s subcontractors and named personnel, if any) in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

8.10.3 If a Proponent is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Official Contact prior to submitting a Proposal.

8.10.4 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 District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

8.11 Subcontractors

7.11.1 Unless the RFP states otherwise, the District 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 District 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.

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

8.11.3 A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in RFP section 7.10.

8.11.4 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 District.

8.12 Evaluation

8.12.1 Proposals will be assessed in accordance with the evaluation criteria and will be by an evaluation committee formed by the District and may include employees and contractors of the District.

8.12.2 The District will be under no obligation to receive further information, whether written or oral, from any Proponent.

8.12.3 The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

8.13 Contract

8.13.1 By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District on substantially the same terms and conditions set out in Appendix A: Contract Form and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.

8.13.2 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 providing the goods or services until the occurrence of both such events.

8.13.3 Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, schedules, etc.). If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.

8.13.4 Any questions about the form of contract should be sent to the Official Contact before the Closing Date and

Time or, if applicable, any Enquiries Deadline.

8.13.5 Proponents should carefully review the entire RFP, including these RFP process rules, including sections 8.1 and 8.2.

8.14 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days' notification of the successful Proponent, the District 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.

8.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District. At the option of the District, any debriefing meeting will be held by telephone conference or an in-person meeting.

8.16 Limitation of Liability and Proponents Expenses

8.16.1 By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

8.16.2 Notwithstanding the foregoing, nothing in this section shall limit the right of a Proponent to access and utilize the

Bid Protest Mechanism established under the New West Partnership Trade Agreement.

8.16.3 Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with the District. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the District, the District reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal.

8.17 RFP Information Disclaimer

While the District has made 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 District, 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.

8.18 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 District in any way to award a Contract.

8.19 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.

8.20 Legal Entities

The District reserves the right in its sole discretion to:

- a) disqualify a Proposal if the District is not satisfied that the Proponent is clearly identified;
- b) 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 District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's Proposal; and
- d) require security screenings for a Proponent who is natural person, subcontractors, and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

8.21 Reservation of Rights

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

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any

other Proponents, and consider such clarification(s) in evaluating the Proposal;

- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the Proposal;

- f) at any time, to reject any or all Proposals;

- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and

8.21.1 to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:

- i. bankruptcy;
- ii. false declarations or misrepresentations;
- iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District;
- iv. final judgments in respect of serious crimes or other serious offences;
- v. engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the *Competition Act*; or
- vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

8.22 Ownership of Proposals

All Proposals and other records submitted to the District in relation to the RFP

become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

8.23 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.

8.24 Confidentiality Agreement

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

8.25 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 District 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 District. Such written consents should specify that the personal information may be forwarded to the District for the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District 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 District.

8.26 Enquiries to Official Contact

8.26.1 Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the “enquiries” interface or the email address identified on the “opportunity details” menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date, and time for enquiries set out in the RFx general information section of the “overview” tab), will respond if time permits before the Closing Date and Time.

8.26.2 Information obtained from any other source is not official and should not be relied upon.

8.26.3 Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents.

8.26.4 Despite the foregoing, the District may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The District may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents.

8.27 Trade Agreements

This RFP is covered by the following trade agreements:

8.27.1 New West Partnership Trade Agreement;

8.27.2 Canadian Free Trade Agreement;

8.27.3 Canada-European Union Comprehensive Economic and Trade Agreement; and

8.27.4 Canada-UK Trade Continuity Agreement.

APPENDIX A – CONTRACT FORM

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the District on substantially the same terms and conditions of the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of the District.



JANITORIAL SERVICES AGREEMENT

Project Name: Janitorial Services

THIS AGREEMENT dated for reference this day ** of **, 2025

BETWEEN:

** ***, having an address at ****
("the Contractor")

AND:

DISTRICT OF SOOKE, a municipal corporation incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road,
Sooke, British Columbia, V9Z 1J2

(the "District of Sooke")

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Contractor as an independent contractor to perform Janitorial services as more particularly described below, and
- B. The Contractor agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

IN CONSIDERATION OF the sum of ten (\$10.00) dollars paid by the District of Sooke to the Contractor, and the mutual agreements and covenants under this Agreement, and as a condition of the District of Sooke retaining the Contractor, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. Interpretation

- a. In this Agreement, the following terms have the meanings set out after each:

"Agreement" means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time.

2. Schedules Incorporated

- a. The following are Schedules to, and form an integral part of, this Agreement:

Schedule "A" – the Services

Schedule "B" – the Rates

- b. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

3. Effective Date and Term

- a. This Agreement takes effect immediately upon execution by all of the Parties.
- b. The term of this Agreement is for that period set out in Schedule A.

4. Authority

- a. The Contractor represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

5. Services

- a. The District of Sooke hereby retains the Contractor as an independent contractor to provide the services described in Schedule A ("The Services").
- b. The Contractor shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- c. The Contractor shall provide the Services during the time period set out in Schedule A, regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- d. The Contractor will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

6. Compensation

- a. During the term of this Agreement the District of Sooke shall pay the Contractor for the Services at the rates and times described in Schedule B.
- b. The Contractor shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule B.
- c. The District of Sooke shall reimburse the Contractor for all necessary expenses that the Contractor incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.

- d. The District of Sooke shall not pay the Contractor for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- e. Any expense claims provided by the Contractor to the District of Sooke shall be supported by proper receipts.

7. Contractor's Obligations

- a. The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Contractor agrees to indemnify and save harmless the Company from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Contractor under this Agreement.
- b. The Contractor shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- c. The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- d. The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- e. The Contractor shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- f. The Contractor shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- g. The Contractor shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- h. The Contractor shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- i. All workers hired by the Contractor to perform the Services shall be the employees of the Contractor and shall not be the employees of the District of Sooke.
- j. The Contractor shall refrain from doing anything that would result in workers hired by the Contractor being considered the employees of the District of Sooke.
- k. The Contractor shall reassign, replace, or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- l. Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Contractor shall not remove or replace them without the District of Sooke's prior written approval.
- m. The Contractor shall bear the expense of replacing its workers.

- n. Nothing in this Agreement restricts the right of the Contractor to terminate its employee's employment or renders the Contractor liable for an employee's voluntary termination, or for any labour strike or lockout involving the Contractor's employees.

8. Conflict of Interest

- a. The Contractor shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

9. Subcontracting

- a. The Contractor shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- b. The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to retain another qualified subcontractor.
- c. No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement.
- d. The Contractor shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

10. Non-Compliance

- a. If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
 - i. allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
 - ii. suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification, or both.
- b. If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Contractor has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

11. Termination

- a. The District of Sooke may terminate this Agreement at any time, and without cause, by giving 5 (five) days' written notice of termination to the Contractor and paying the Contractor an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Contractor under this Agreement.
- b. The District of Sooke may terminate this Agreement if the Contractor fails to comply with any of the terms, covenants, and agreements that the Contractor must observe or perform under this Agreement and that failure continues for 5 (five) days after receipt by the Contractor of notice in writing from the District of Sooke specifying the failure.

- c. The Contractor may terminate this Agreement by providing 5 (five) days' written notice of termination to the District of Sooke.

12. Information Made Available

- a. The District of Sooke shall make available to the Contractor all information in its possession that the District of Sooke considers relevant to the Contractor's performance of the Services.

13. Intellectual Property

- a. The Contractor agrees that any documentation or deliverables developed by the Contractor for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

14. Materials and Equipment

- a. Any material or equipment that the District of Sooke provides to the Contractor, or to a subcontractor hired by the Contractor, shall remain the exclusive property of the District of Sooke.
- b. The Contractor shall deliver to the District of Sooke any material or equipment provided to the Contractor or the Contractor's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Contractor, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

15. Insurance

- a. The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in Schedule A, and shall ensure that the District of Sooke is named as an insured.
- b. The Contractor shall apply to the Workers' Compensation Board for coverage for the Contractor and any workers or other persons engaged by the Contractor to perform the Services during the term of this Agreement.
- c. The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- d. The Contractor shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties, and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties, and assessments.

16. Confidentiality

- a. The Contractor acknowledges that in the performance of its responsibilities hereunder, the Contractor may have access to confidential information and records and the Contractor shall maintain strict confidentiality concerning any information, data, reports, instructions, or

directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement (“the Confidential Information”).

- b. Statements or materials related to the Services shall not be released by the Contractor to the public without the prior written approval of the District of Sooke.
- c. During and after the term of this Agreement, the Contractor shall not, directly, or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
 - i. as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or
 - ii. with the prior written consent of the District of Sooke.
- d. All Confidential Information which the Contractor shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- e. The Contractor agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- f. The Contractor agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Contractor shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- g. The Contractor agrees that, upon request of the District of Sooke, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Contractor will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Contractor that:
 - i. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - ii. is connected with or derived from the Contractor's Services to the District of Sooke.
- h. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Contractor agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

17. Notices

- a. Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provided by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have

been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.

- b. Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Contractor:

Sooke, BC, V9Z 0M6

18. Dispute Resolution

- a. In the case of any dispute arising between the District of Sooke and the Contractor, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

19. Force Majeure

- a. For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Contractor.
- b. If the Contractor is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Contractor shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Contractor's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- c. The parties acknowledge and agree that during an event of Force Majeure, the Contractor's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Contractor to resume its obligations.

20. No Assignment

- a. The Company may not assign any of its rights or interests in this Agreement.

21. Binding on Successors

- a. This Agreement ensures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

22. Remedies Cumulative

- a. No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Contractor to collect any sum not paid when due, without exercising the option to terminate this Agreement.

23. Waiver

- a. Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Contractor must not be deemed to be a waiver of any subsequent default by the Contractor. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant, or condition.

24. Indemnity

- a. The Contractor shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, contractors, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Contractor or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Contractor is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or willful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

25. Release

- a. The Contractor releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits, and actions which the Contractor may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Contractor under this section survive the expiry or earlier termination of this Agreement.

26. General

- a. Time is of the essence of this Agreement.

- b. Parties may by written agreement amend this Agreement
- c. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or permits.
- d. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- e. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- f. The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define, or limit the scope or intent of this Agreement.
- g. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- h. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- i. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants, and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the day of , 2025

District of Sooke by its authorized signatories:

Chief Administrative Officer:

Corporate Officer:

DATED the day of , 2025

***** . by its authorized signatories:

Name:

SCHEDULE A – The Services

SCOPE OF WORK

1. GENERAL

- a. This specification applies to the District Municipal Hall: 2205 Otter Point Road, Sooke, BC:
 - i. Main floor: 7928 square feet, consisting of one (1) kitchen, four (4) washrooms, twenty-one (21) offices, seven (7) cubicles, and one stairwell with carpet (staff stairwell).
 - ii. 3rd floor: 2894 square feet, consisting of one (1) Council Chambers, one (1) kitchen, four (4) washrooms, and one stairwell with foyer and vinyl flooring (public stairwell).
- b. Parks and Environmental Services Buildings:
 - i. 2070 Kaltasin Road, Sooke, BC: 984 square feet, consisting of a double-wide ATCO trailer with four (4) cubicles, one (1) kitchenette, one (1) meeting space, two (2) washrooms, and a small locker room.
 - ii. 2080 Kaltasin Road, Sooke, BC: 760 square feet, consisting of three (3) offices, four (4) cubicles, one (1) kitchenette, and one (1) washroom.
- c. Wastewater Treatment Plant Administrative Building:
 - i. 7113 West Coast Road, Sooke, BC: 896 square feet, consisting of two (2) hallways, one (1) kitchen/lunchroom, one (1) laboratory room, two (2) offices, two (2) washrooms, and one (1) change room.
- d. The specified service listed above shall be scheduled and completed under arrangement with, and to the satisfaction of, the District Contract Manager.
- e. The District of Sooke may supply paper hand towels, toilet paper, hand soap, deodorant blocks, garbage bags, recycling bags, glass and floor cleaners, floor finish, mop heads, mop handles, mop bucket, broom, dustpan, electric vacuum, and other incidental cleaning supplies required for the job, if the proponent selects this option. The successful proponent shall supply a list of required cleaning supplies to the District Contract Manager on an as-needed basis.
- f. Any changes in the work and the price to be charged for same shall be made in writing prior to the work being started.
- g. Any missed services from the scope of work will result in a reduction of the monthly fee calculated by the hourly rate and estimated hours of work missed, agreed upon by both parties.

2. DETAILED SCOPE OF WORK

Municipal Hall Cleaning Requirements

The mandatory cleaning schedule for the Municipal Hall location is as follows:

- a. Sunday, Tuesday and Thursday:
 - i. Main floor - Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors of four (4) washrooms on main floor.
 - ii. Third (3rd) floor - Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors of four (4) washrooms.
 - iii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop on main floor.
 - iv. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - v. Clean and sanitize kitchen sink, fixtures, counter, tables, and surfaces in main floor kitchen (lunchroom).
- b. Once every week:
 - i. Main floor, Third Floor, Staff Stairwell - Vacuum all carpeted floors removing all foreign residues.
 - ii. Main floor, Third Floor, Public Stairwell, and Foyer - Sweep and wet mop all non-carpeted floors removing all foreign residues.
 - iii. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
 - iv. Sanitize all door handles.
 - v. Empty all recycling and garbage baskets and dump contents into waste bins located in fenced compound behind building, separating recycling items (see Appendix C).
 - vi. Each Sunday, the Council Chamber floors, tables, touch points, and chairs to be cleaned in preparation of Monday's Council Meetings.
- c. Every two (2) weeks:
 - i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, and wall hangings, etc.
 - ii. Dust all furniture and fixtures including windowsills, ledges, moldings, and baseboards, etc.
 - iii. Clean all glass entrance doors.
 - iv. Clean water cooler/dispenser on fridge.
 - v. Replenish deodorant supplies.
- d. Every three (3) months:
 - i. Clean fridges.
 - ii. Wash interior and exterior windows and doors.
 - iii. Dust high surface areas, such as on top of tall cabinets.
 - iv. Vacuum and dust all HVAC air returns and diffuser grills.
- e. Once per year:
 - i. Defrost fridge.
 - ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
 - iii. Clean all blinds.

Wastewater Treatment Plant Administrative Building

The minimal cleaning schedule for the Wastewater Treatment Plant Administrative Building location is as follows:

- a. Once every week:
 - i. Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.
 - ii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop.
 - iii. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - iv. Vacuum all carpeted floors removing all foreign residues.
 - v. Sweep and wet mop all non-carpeted floors removing all foreign residues.
 - vi. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
 - vii. Sanitize all door handles.
 - viii. Empty all recycling and garbage baskets and dump contents into waste bins, separating recycling items (see Appendix C).
- b. Every two (2) weeks:
 - i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, and wall hangings, etc.
 - ii. Dust all furniture and fixtures including windowsills, ledges, moldings, and baseboards, etc.
 - iii. Clean all glass entrance doors.
 - iv. Replenish deodorant supplies.
- c. Every three (3) months:
 - i. Clean water cooler dispenser.
 - ii. Clean fridge.
 - iii. Wash interior and exterior windows and doors.
 - iv. Dust high surface areas, such as on top of tall cabinets.
 - v. Vacuum and dust all HVAC air returns and diffuser grills.
- d. Once per year:
 - i. Defrost fridge.
 - ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
 - iii. Clean all blinds.

Parks and Environmental Services Buildings

The minimum cleaning schedule for the Parks and Environmental Services Buildings location is as follows:

- a. Once every week:
 - i. Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.
 - ii. Clean and sanitize kitchen sink, fixtures, counter, and tabletop.
 - iii. Replenish all paper hand towels, toilet paper, and soap in all washrooms.
 - iv. Vacuum all carpeted floors removing all foreign residues.

- v. Sweep and wet mop all non-carpeted floors removing all foreign residues.
- vi. Vacuum all upholstered furniture and interior and exterior mats at entrances to the building.
- vii. Sanitize all door handles.
- viii. Empty all recycling and garbage baskets and dump contents into waste bins, separating recycling items (see Appendix C).

b. Every two (2) weeks:

- i. Spot clean all furniture, cupboard doors, telephones, fire extinguishers, file cabinets, bookcases, empty shelves, pictures, and wall hangings, etc.
- ii. Dust all furniture and fixtures including windowsills, ledges, moldings, and baseboards, etc.
- iii. Clean all glass entrance doors.
- iv. Replenish deodorant supplies.

c. Every three (3) months:

- i. Clean water cooler dispenser.
- ii. Clean fridge.
- iii. Wash interior and exterior windows and doors.
- iv. Dust high surface areas, such as on top of tall cabinets.
- v. Vacuum and dust all HVAC air returns and diffuser grills.

d. Once per year:

- i. Defrost fridge.
- ii. Clean all ceiling light fixtures and wash inside and outside of all light diffusers.
- iii. Clean all blinds.

Ad hoc Cleaning Requests

If and when requested, the District may require the Contractor to perform additional cleaning and/or related services. This may include additional instances of any of the regular cleaning described above, as well as the following, noting that this is not necessarily a full and complete list of all ad hoc services that may be requested:

- a. Additional cleaning before and after a meeting or event.
- b. Rearrange furniture.
- c. Clean dishes.
- d. Deep cleaning walls, ceilings, baseboards, and closets.
- e. Cleaning the inside of cupboards and/or refrigerators.
- f. Reseal washroom floors.
- g. Cleaning of other District facilities.

The District makes no guarantee that any ad hoc cleaning requests will be made and reserves the right to hire other contractors for any ad hoc cleaning services needed.

Supplies

- a. The Contractor is responsible to provide its staff and/or subcontractors with appropriate personal protective equipment and supplies, such as latex or rubber gloves.
- b. The Contractor will provide a list of required cleaning materials and supplies to the District on an as-needed basis, to ensure an adequate supply for all Services.
- c. The Contractor will also notify the District of any washroom or kitchen supplies that are in low supply.

3. TERMS AND CONDITIONS

- a. SERVICE SITE AUTHORITY: Service shall be performed for and to the satisfaction of the District Contract Manager.
- b. INVOICES: To be made out to the District of Sooke via finance@sooke.ca.
- c. PERIOD OF CONTRACT: The Contract term is expected to be for three (3) years, with two (2) one- (1) year options to renew at the sole discretion of the District.
- d. LICENSING: The services shall be performed in accordance with existing Provincial and local government regulations and bylaws. The contractor shall be responsible for any changes imposed by such regulations and bylaws.
- e. PROTECTION OF PROPERTY: The contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed, relating to the safety of persons on the sites or the protection of property against loss or damage from any and all causes including fire and security.
- f. CONTRACTOR STATUS: The parties hereto understand and agree that this is a contract for the performance of services, and it is understood and agreed that the supplier of these services is engaged as an independent contractor and not as an employee, servant, or agent of the District of Sooke or Sooke Fire Department. It is further understood and agreed that the contractor will make his own arrangements for income tax, unemployment insurance, hospital and medical insurance and any other payments for provision of fringe benefits they so require.
- g. INSURANCE: The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount of \$5,000,000 and shall ensure that the District of Sooke is named as an insured.

The Contractor shall apply to WorkSafeBC for coverage for the Contractor and any workers or other persons engaged by the Contractor to perform the Services during the term of this Agreement. The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafeBC coverage.

The Contractor shall comply with all conditions of the Workers Compensation Act and regulations, and will be responsible for all fines, levies, penalties, and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties, and assessments.

- h. ACCEPTANCE OF PERSONNEL: The contractor will provide the District Contract Manager with details of the workforce to be employed in carrying out the duties at the work sites. Approval of the contract will be subject to satisfactory security clearance (police information check) of the contractor and persons employed at the work sites.

SCHEDULE B – The Rates

FEE & SCHEDULE

Having examined the Scope of Work prepared by the District of Sooke, we, the undersigned, hereby offer to enter into a Contract to complete the Janitorial Services to **exclude** the cost of products, materials and equipment for the price of:

Contract Price			
Instructions for Proponents:			
1. Provide the following proposed prices as a MONTHLY cost for all regular cleaning requirements as described in section 3 (scope of services) of the RFP for each of the three locations	Municipal Hall	Wastewater Treatment Admin Building	Parks Admin Building
YEAR ONE MONTHLY PRICE	\$	\$	\$
YEAR TWO MONTHLY PRICE	\$	\$	\$
YEAR THREE MONTHLY PRICE	\$	\$	\$
2. Provide one hourly rate that applies to all ad-hoc services as described in section 4.1.4 of the RFP for all three locations (i.e. both Satellite Offices and the Plant BA)	HOURLY RATE FOR ADHOC SERVICES		
YEAR ONE HOURLY RATE	\$		
YEAR TWO HOURLY RATE	\$		
YEAR THREE HOURLY RATE	\$		

APPENDIX B – PROPOSAL RESPONSE FORM

REQUEST FOR PROPOSAL (RFP)

RFP2024-25 JANITORIAL SERVICES



This Appendix B Proposal Response Form or a form substantially similar to Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.

This Appendix provides detailed information on what the District is seeking and what information Proponents should include in their Proposals. It includes "Response Guidelines" which are intended to assist Proponents in the development of their Proposals.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or, if applicable exceeds the District's expectations with respect to a particular response guideline.

Proposals should not contain links to information that is not set down directly in the Proponent's Proposal. Should this occur, the District may disregard any referred to source of information that is not contained in the Proposal being evaluated.

Part 1: Proponent Identification	
Proponent's Legal Name, as well as "Doing Business as Name", if applicable	Proponent: Click here to enter text.
Proponent's Primary Office Address (Add all details relating to the street address. Do not use a P.O. Box)	Proponent: Click here to enter text.
Proponent's Toll-free Telephone Number, if applicable	Proponent: Click here to enter text.
Proponent's Website Address, if applicable	Proponent: Click here to enter text.
Authorized Representative's Name	Proponent: Click here to enter text.
Authorized Representative's Title	Proponent: Click here to enter text.
Authorized Representative's Email Address	Proponent: Click here to enter text.
Authorized Representative's Phone Number	Proponent: Click here to enter text.

Part 2: Proponent Contact Information	
If the Proponent would like someone other than the authorized representative identified in Part 1 to receive any future communications regarding this Proposal, please identify that person below.	
Proponent Contact's Name	Proponent: Click here to enter text.

Proponent Contact's Title	Proponent: Click here to enter text.
Proponent Contact's email Address	Proponent: Click here to enter text.
Proponent Contact's Phone Number	Proponent: Click here to enter text.
Proponent Contact's Address	Proponent: Click here to enter text.

Part 3: Subcontractor Information	
If the Proponent intends to use any subcontractor(s), the Proponent should provide the information called for below (expand Table as necessary).	
Legal Name of the Subcontractor, as well as "Doing Business As" name if applicable	Proponent: Click here to enter text.
Subcontractor's business address	Proponent: Click here to enter text.
Subcontractor role in the delivery of the goods and/or services	Proponent: Click here to enter text.

Part 4: Requirements and Response Guidelines (Questions and Answers)
Proponents are reminded to carefully review and comply with the instructions at the beginning of this Appendix B Proposal Response Form.

Capabilities

This section is specific to the experience and capabilities that Proponents and, if applicable, their subcontractors and key personnel have as of the Closing Date and Time of this RFP.

Response Guideline 1 - Capabilities	Points Available	Minimum Score
	50	35
Instructions for Proponents: 10 POINTS FOR EACH SECTION BELOW		
<p>A. Organizational Experience</p> <p>The Proponent and subcontractor (if applicable) organization(s) should have five (5) or more years of experience within the past ten (10) years (as of the Issue Date) delivering services of a similar scope and complexity. Similar scope and complexity is defined as including:</p> <ul style="list-style-type: none"> a) Ongoing janitorial services (i.e. no less than once weekly) for no less than 5000 square feet across two or more separate and distinct locations; b) Janitorial services that are provided in the evenings and/or weekends, outside of the client's normal business hours; c) Cleaning different surface types, such as but not limited to rugs, hard-surface floors, office furniture, counter tops, sinks, toilets, door handles, mirrors, and windows; and d) Scheduling sufficient numbers of trained personnel (staff or subcontractors) to provide the services in accordance to the schedule and to the overall satisfaction of the client. 		
<ol style="list-style-type: none"> 1. Describe how the Proponent and, if applicable, its subcontractors, meets or exceeds the experience above. For all experience described, provide: <ol style="list-style-type: none"> i. The name of the client; ii. The start and end dates (month and year) when the Proponent / subcontractor delivered the services; iii. The Proponent's / subcontractor's role in delivering the services; iv. How the services meet the definition of "similar scope and complexity" identified as (a) through (d) above (be detailed and specific, as generic responses are unlikely to score well); and v. A reference contact (i.e. name, title, and email address) from the Proponent's client who can verify the quality of the services cited in response to this section of the RFP. 		
<p>Proponent: Click here to enter text. The field will expand to accommodate your text.</p>		

2. Describe how the Proponent managed issues related to staffing shortages for the work cited for the experience in the response guideline above. Include how and when the Proponent became aware of the problem, and how it was resolved.

Proponent: Click here to enter text. The field will expand to accommodate your text.

B. Key Personnel

Proposals should include named individuals into the following key role:

Services Supervisor

The person assigned to this role will be responsible to:

- Ensure that the quality and frequency of the Services is maintained;
- Train all staff and/or subcontractors who will be providing the Services to ensure consistency and thoroughness of the cleaning;
- Schedule sufficient staff and/or subcontractors to deliver the Services according to the schedule;
- Manage replacement staff or subcontractors for both expected (e.g. vacation) and unexpected (e.g. illness) absences of regularly-scheduled personnel;
- Assess the performance of those providing the Services, and take any corrective actions required;
- Submit all reports required indicating what Services were provided when and where; and,
- Provide information and generally cooperate with any issues found by the District or the Contractor about the delivery of Services.

The person assigned to this role should have:

- i. Formal education (e.g. certificate, diploma or degree) specific to supervising workers or a related field; and
- ii. Three (3) or more years' experience within the past five (5) years (as of the Issue Date) providing the following:
 - a. Supervising individuals that provide janitorial or similar services;
 - b. Ensuring an appropriate number of workers to provide the services in accordance with a pre-defined schedule and quality standard;
 - c. Managing workers' issues and disputes that may or do impact service delivery; and
 - d. Regularly reporting on the services provided.

3. Name an individual into the role identified above. For each person named, provide:
- i. The formal education as it related to their role;
 - ii. How their experience meets or exceeds the experience expected for the role into which they are being named;
 - iii. At least one reference contact who is not from the Proponent or a proposed subcontractor (i.e. name, title, and email address) who can verify the quality of the services cited in response to this section of the RFP; and
 - iv. A resume that does not exceed three pages.

NOTE: The District expects that the individual(s) named in response to this section will be remain in their designated role for the duration of the Contract. Any changes to the key personnel during the Contract term will require the District's prior approval. This approval will not be arbitrarily withheld but will be dependent on the replacement person having the same or similar qualification and experience as the individual being replaced.

NOTE: Proponents may name more than one person into this role. If more than one person is named into the role, the District will evaluate each individual separately and average the results.

Proponent: Click here to enter text. The field will expand to accommodate your text.

Approach

This section is specific to how the Proponent would deliver the services if they were to become the Contractor. Proponents should refer to section 4 of the RFP when responding to this section.

Response Guideline 2 – Approach	Points Available	Minimum Score
	80	56
Instructions for Proponents: 6.25 POINTS PER SECTION		
<p>A. Proposed Schedule –</p> <p>Proponents should have a proposed schedule for the delivery of all regular cleaning requirements, as described in section 4 for each location. This schedule should include:</p> <ul style="list-style-type: none"> a) The hours when the Services will be delivered at each location; b) The number of workers who will be assigned at each location during the hours of Service delivery; 		

<p>c) The specific tasks that the individuals will perform, that address all the regular scheduled Services (i.e. those that are done on a weekly or bi-weekly basis, as well as those done less frequently).</p>
<p>4. Provide a proposed schedule for all regularly scheduled Services that addresses items (a) through (c) above.</p> <p>NOTE: The schedules described in section 4 of the RFP are the minimal expectations for the Services. Proponents who offer additional services may score higher in this section.</p> <p>NOTE: The District reserves the right to negotiate some changes to the proposed schedule when finalized the Contract with the successful Proponent.</p>
<p>Proponent: Click here to enter text. The field will expand to accommodate your text.</p>
<p>5. Describe the process to ensure adequate coverage for planned and unplanned worker absences. For unplanned absences, describe how the Proponent would manage a situation where a worker provides less than two hours' notice that they are not available.</p>
<p>Proponent: Click here to enter text. The field will expand to accommodate your text.</p>
<p>6. Identify the risks inherent with the delivery of Services, and how the Proponent intends to mitigate each. Be specific to janitorial services, as generic risks that could apply to any contract are unlikely to score well.</p>
<p>Proponent: Click here to enter text. The field will expand to accommodate your text.</p>
<p>B. Recruitment and Retention</p> <p>The District anticipates that it may be difficult for the Contractor to recruit and retain sufficient bondable workers to deliver the Services. Therefore, Proponents should have a robust recruitment process to attract workers as well as incentives to encourage them to stay with the Proponent. These practices should include:</p> <ul style="list-style-type: none"> a) Using a broad network from which to recruit that includes a mix of industry associations, paid recruitment platforms, and informal networks; b) Vetting the experience of those who apply to their vacancies; c) Conducting security checks to ensure anyone considered for the Services will be bonded prior to delivering Services; d) Competitive wages and benefits for employees, and/or competitive fees for subcontractors; and e) Retention strategies, such as but not limited to flexible work hours, training and education opportunities, promoting from within, etc.

7. Describe the Proponent's recruitment and retention practices specific to the list above and any other activities that assist the Proponent to recruit and retain qualified, experienced and reliable individuals.

Proponent: [Click here to enter text. The field will expand to accommodate your text.](#)

C. Ad hoc Services

Proponents should have the ability to provide ad hoc cleaning services on an as, if, and when requested basis. These services should include those identified in section 3 under "Ad hoc Cleaning Requests" in the RFP, and any others that the Proponent feels the District may be interested in from time to time.

8. Identify the ad hoc cleaning services that the Proponent can offer the District.

Proponent: [Click here to enter text. The field will expand to accommodate your text.](#)

Price

The following pricing rules and requirements apply to this RFP:

- a) Proponent pricing quoted will be taken to mean and deemed to be:
 - i. in Canadian dollars;
 - ii. inclusive of all duties and delivery charges or other costs or expenses that may be incurred with respect to the RFP goods and/or services being delivered to the destination(s) specified by the RFP, and until such delivery as specified in the RFP, all risk of loss and title (if any) remains with the Proponent (as Contractor); and
 - iii. exclusive of any applicable taxes.
- b) In addition, the following rules apply to pricing bid by Proponents:
 - i. RFP section 8.7 regarding pricing and its provisions are incorporated herein by this reference.
 - ii. Rates should not be expressed as a range. If hourly rates are called for by the RFP, and if any hourly rate is expressed as a range of hourly rates the District will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
 - iii. Discounts should not be expressed as a range. If a discount on some stated pricing item(s) is called for by the RFP, and if any discount is expressed as a numerical range, the District will take the highest numerical value in the range for purposes of evaluation and any resulting Contract.
 - iv. All pricing bids are required to be unconditional and unqualified. If any pricing bid does not meet this requirement, the Proponent's

Proposal may be rejected resulting in the Proponent being eliminated from the RFP competition.

- v. Failure to provide pricing where required by the RFP will result in the Proponent's Proposal being rejected resulting in the Proponent being eliminated from the RFP competition.
- vi. A fixed fee should not be expressed as a range. If the RFP calls for a fixed fee to bid and the fixed fee is expressed as a range, the District will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
- vii. The Contract will provide that the Contractor may request an increase in the bid pricing for any extension term of the Contract, limited to any increases, if any, as supported by the Canadian Consumer Price Index or 3% whichever is lower.

Refer to Section 7 of the RFP for information on how price will be evaluated.

Response Guideline 3 – Price			
Instructions for Proponents:			
1. Provide the following proposed prices as a MONTHLY cost for all regular cleaning requirements as described in section 4 (Scope of Work) of the RFP for each of the three locations	Municipal Hall	Wastewater Treatment Admin Building	Parks Admin Building
YEAR ONE MONTHLY PRICE	\$	\$	\$
YEAR TWO MONTHLY PRICE	\$	\$	\$
YEAR THREE MONTHLY PRICE	\$	\$	\$
2. Provide one hourly rate that applies to all ad hoc services as described in section 4 of the RFP for all three locations. <div style="text-align: right;">HOURLY RATE FOR AD HOC SERVICES</div>			
YEAR ONE HOURLY RATE	\$		
YEAR TWO HOURLY RATE	\$		
YEAR THREE HOURLY RATE	\$		

APPENDIX C – RECYCLING AND GARBAGE COLLECTION AREAS

Municipal Hall:



Wastewater Treatment Plant Administration Building:



Parks and Environmental Services Buildings:

