



REQUEST FOR QUOTATIONS

Title: Janitorial and Custodial Maintenance Services
Cloverdale and Fleetwood Libraries

Reference No.: 1220-040-2017-079

FOR THE SUPPLY OF GOODS AND SERVICES

NO SUB-CONTRACTORS SHOULD BE USED IN THE PERFORMANCE OF THE SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "**City**") wish to invite interested janitorial companies that employ environmental preferable "green" practices and use environmentally preferable products as part of their janitorial services to provide a quotation on the form attached as Schedule B to Attachment 1 (the "**Quotation**") for the supply of the goods (if any) and provision of janitorial and custodial maintenance services described in Schedule A to Attachment 1 (the "**Goods and Services**") for the Surrey Public Library Board (the "**Library**").

The description of the services and deliverables will include, but not limited to the following:

- Regular Cleaning Task Services (including Daytime Services);
- Project Services Cleaning Task Services; and may also include; and
- Extra Work Services (as required).

1.1 LOCATIONS

The Services consist of providing all labour, cleaning supplies and equipment for the day to day janitorial and custodial maintenance services at the following locations:

No.	FACILITY NAME	ADDRESS
1)	Cloverdale Library	5642 – 176A Street
2)	Fleetwood Library	15996 – 84 th Avenue

1.2 SCHEDULE OF EVENTS

The following schedule applies to this RFQ.

No.	Description	Date
1	Issuance of RFQ Documentation	August 17, 2017
2	Information Meeting & Site Tour	August 21, 2017
3	RFQ Date for Submission of Quotations	August 31, 2017
4	Interviews and Clarifications for Shortlisted Contractors	To be determined by invitation to any Contractor as may be required by the City.
6	Selection of Preferred Contractor	Estimated on Week of September 30, 2017
7	Estimated Commencement Date	November 1, 2017

However, the City reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addendum. Contractors should frequently check the City's Purchasing Section Webpage www.surrey.ca for additional information concerning this RFQ, including amendments.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and (3) copies (four (4) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **August 31, 2017**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2017-079

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Contractors.

15. INFORMATION MEETING

An information meeting will be hosted by the City Representative to discuss the City and Library's requirements under this RFQ (the "Information Meeting"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: **Monday, August 21, 2017**
1:00 p.m. – 2:00 p.m.

Location: Fleetwood Library
15996 – 84th Avenue

Location Start: Fleetwood Library

Then to:

Cloverdale Library
5642 – 176A Street

It is possible that some questions raised and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Quotation. Contractors are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance of the services.

Note: No minutes of the information meeting and site tour will be provided.

The Contractor is responsible for parking fees, if applicable.

-END OF PAGE-

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Janitorial and Custodial Maintenance Services
Cloverdale and Fleetwood Libraries

Reference No.: 1220-040-2017-079

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **Janitorial and Custodial Maintenance Services
Cloverdale & Fleetwood Libraries**

THIS AGREEMENT dated for reference this _____ day of _____, 201__.

AGREEMENT No.: 1220-040-2017-079

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., Canada, V3T 1V8
(the "City")

AND:

(Insert Full Legal Name and Address of Contractor)

(the "Contractor")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

Janitorial and Custodial Maintenance Services Cloverdale and Fleetwood Libraries

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Calendar Year" means the time period from January 1st to December 31st;
- (b) "Change Order" means as specified in Section 12.2;
- (c) "Consumer Price Index" has the meaning as specified in Section 10.2;
- (d) "Contemplated Change Order" means as specified in Section 12.4;
- (e) "Contract" means this executed contract between the City and the Contractor as described herein including the appendices described in Contract Documents;

- (f) "Contract Documents" means this Contract including all Schedules and Appendices, cleaning task performance standards, specifications and drawings;
- (g) "Contract Price" has the meaning set out in Section 10.1;
- (h) "Contract Services" means and includes anything and everything required to be done by the Contractor for the fulfillment and completion of the Contract Services as referred to in Section 7 of Schedule A;
- (i) "Contractor" the person, firm or corporation identified as such in this Contract and included the Contractor's authorized representative as designated to the City in writing;
- (j) "Contractor's Quotation" means the quotation of the Contractor dated _____, 2017 and received by the City on _____, 2017, in response to the RFQ;
- (k) "Contractor Representative" means the person appointed by the Contractor to represent the Contractor for the purposes of this Contract and so notified to the City in writing;
- (l) "Department Representative" means the Library Manager Administrative Services, or designate, who shall represent the City for the purposes of this Contract, or such other person who may subsequently be appointed in writing by the Department Representative and so notified to the Contractor;
- (m) "Extra Work" means as specified in Section 14;
- (n) "Fees" means the price set out in Section B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (o) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfillment and completion of this Contract;
- (p) "Indemnities" has the meaning described in Section 20.2;
- (q) "Department" means the Surrey Public Library Board;
- (r) "Project Services" means and including anything and everything required to be done by the Contractor for the fulfillment and completion of the project services as referred to in this Contract including, without limitation, the project services as outlined on Section 8 of Schedule A;
- (s) "Quality Assurance Plan" has the meaning set out in Section 16;
- (t) "RFQ" means the Request for Quotations;
- (u) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfillment and completion of this Contract;
- (v) "Term" has the meaning described in Section 3; and

(w) "Year of the Term" as used herein shall mean each twelve-month period commencing on September 1, 2017.

1.2 This Contract may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda (if any);
- (c) the RFQ; and
- (d) other terms, if any, that is agreed to by the parties in writing.

1.3 The following attached Schedules are a part of this Contract:

- Schedule A Specifications of Goods & Scope of Services;
- Schedule A-1 Maps;
- Schedule A-2 Regular Cleaning Task Services Schedule;
- Schedule A-3 Project Cleaning Task Services Schedule;
- Schedule-4 Regular Cleaning Task Services Performance Standards;
- Schedule-5 Project Cleaning Task Services Performance Standards;

- Appendix 1 Prime Contractor Designation-Responsibility of Contractor;
- Appendix 2 Contractor Health & Safety Expectations-Responsibility of Contractor;
- Appendix 3 Procedures for Disposing Hypodermic Needles; and

- Schedule B Quotation.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees to provide the Goods and Services in accordance with this Contract. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Contract will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition, the City may by written notice terminate this Contract without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for a period of one year commencing on (START DATE) (the "Term").
- 3.2 Should the Contractor's performance prove to be satisfactory during the Term the City may, at its sole discretion, continue this Contract for up four (4) additional twelve (12) month periods by a written notice to the Contractor thirty (30) days prior to the expiry of the then current term. If the City elects to extend the Term, the provisions of this Contract will remain in force, including the Fees, except where amended in writing by the parties.

4. PROBATIONARY PERIOD

- 4.1 Notwithstanding anything to the contrary contained in this Contract, it is mutually agreed that the Contractor will be subject to a probationary period of six (6) months. Conditional on satisfactory performance of the Services, such acceptance of the Contractor shall occur after the probationary period. In the event the Contractor's performance is unsatisfactory as determined by the City during the first six (6) months of the Term, this Contract may be terminated at the sole discretion of the City. The City reserves the right to extend the probationary period when insufficient data exists to determine acceptance of the Contractor.

5. INSPECTION AND CORRECTION OF DEFICIENCIES

- 5.1 The Department Representative using the form referred to in **Schedule A-4, Regular Cleaning Task Services Performance Standards - Quality Control Inspection Form – Weekly Janitorial Inspection** may at any time inspect the Contractor's performance of the Services and for that purpose may enter into any place or premises where there is an undertaking of the Services to carry out inspections of the Services and to review whether the Services supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract. If, in the opinion of the Department Representative the Contractor is not meeting the requirements of the Contract then, on written notice from the Department Representative the Contractor will proceed without delay to institute corrective measures.

The Department Representative is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring that the Services are being performed in full conformity with all terms and conditions of the Contract. The Contractor shall notify the City if an inspection is taking place by providing 24 hour written notice to the Department Representative.

- 5.2 Performance evaluations noting deficiencies in the Contract specifications will be provided to the Contractor on a weekly basis. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. A quarterly, semi-annual, or annual task deficiency must be corrected within 48 hours.

- 5.3 The Department Representative will maintain a Daily Inspection and Report Log Book comprised of complaints/problems/concerns. The Log Book will be provided to the Contractor at the beginning of each day and will outline the area(s) requiring special attention on that day, to be completed within eight hours of its receipt. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. A quarterly, semi-annual, or annual task deficiency must be corrected within 48 hours.

The Department Representative shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.

If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.

- 5.4 Failure to correct a deficient item of work or other requirement within the established time period, plus one day or four janitorial deficiency notices for the same work item in a thirty (30) day period and in accordance with the requirements shall constitute a valid deficiency claim and cause the City to issue a written notice to the Contractor. The notice shall describe each item of work that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, it shall notify the Contractor of dates of all previous valid deficiency claim issued under the agreement and describe the consequences should additional valid deficiency claims be issued. Failure to appear for a requested inspection or the issuance of three (3) valid deficiency claims in a sixty (60) day period or a total of seven (7) valid deficiency claims in a six (6) month period will be grounds for the Manager, Contracts and Special Projects to declare the Contractor in default and cancel the agreement.

6. CONTRACTOR'S PERFORMANCE REVIEW

- 6.1 The Contractor agrees that upon completion of the Services or the termination of the Contract that:
- (a) the Contractor's work performance will be evaluated by the Department Representative using the form referred to **Schedule A-4 – Regular Cleaning Task Services Performance Standards - Contractor Performance Assessment Report (CPAR)**;
 - (b) the Department Representative shall liaise with the Contractor in completing the Report although the Department Representative reserves the ultimate right to complete the Report (other than the Contractor's comments); and
 - (c) the City may use this CPAR Report for evaluation of the Contractor's performance in the assessment of future procurement opportunities.
- 6.2 The Contractor further agrees that neither the Contractor nor any other person shall have any claim against the City, or employees, or agents of the City under any circumstances as a result of the preparation and use of the Report.

7. SUSPENSION OF WORK

- 7.1 The City shall have the right, from time to time, to suspend operations in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Services to be suspended or stopped and is signed by the Department Representative. In the event of such right being

exercised so as to cause delay to the Contractor, then an extension of time equal to such delay shall be allowed to complete this Contract, but no such delay shall vitiate or void this Contract, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond of security for the performance of this Contract, nor shall the Contractor be entitled to any claim for damages. Upon the Contractor receiving written notice from the City that the suspended operations are to be resumed the Contractor shall forthwith resume the operations.

- 7.2 Notwithstanding the preceding paragraph, the Contractor may carry out the Services outside the customary working hours or ordinary working days without the prior approval of the Department Representative where it is necessary in the interests of safety. In such circumstances the Contractor shall inform the Department Representative in writing of the circumstances as early as possible.

8. UNSATISFACTORY PERFORMANCE

- 8.1 Without limiting in any way the City's rights under this Contract or otherwise, the following deductions will be applied to specific failures by the Contractor to provide the Services or otherwise comply with the Contract. The failures listed in this Section 8.1 reflect a lower quality of Service that the Contractor expressly agrees calls for a deduction from the price the City should be required to pay for the Services including:
- (a) Upon notice of unsatisfactory performance, the Contractor will have two (2) hours from that time to initiate corrective action in any specific instance.
 - (b) In the event the Contractor has not responded within the allotted two (2) hours to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the two (2) hour time frame after notification as described above, the City has the right to immediately complete the work to its satisfaction, through use of City employees, other contractors, subcontractors or agents at a rate equal to the City employee's hourly rate plus twenty percent (20%) for City's administrative costs, or through use of outside contractor(s) at the rate charged to the City plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.
 - (c) The Contractor may appeal any City determination of deduction of, or adjustment of, or application of deficiencies to monies from the Contractor's invoice. Such appeal must be in writing to the City within ten (10) business days from the date of the City's written notice of deduction, adjustment, or application of deficiencies.

9. TIME

- 9.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the cleaning task services performance schedule or time periods [the "Time Schedule"] as set out in Schedules "A2" to "A3", or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and propose a revised Time Schedule for approval by the City representative.

10. FEES

10.1 Contract Price

The City agrees to pay for the Services including Contract Services and Project Services, as follows:

- (a) Contract Services: (\$____) which includes GST, for Contract Services (Daytime and Regular) provided in accordance with the performance of the Contract throughout the Term payable in **twelve (12) equal monthly instalments**, in arrears. The cost for Contract Services must not exceed the unit cost per occurrence specified in Schedule B-2 "Contract Services Fixed Fee Schedule" for those Contract Services requested by the City plus GST; labour is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties.
- (b) Project Services: (\$____) which includes GST, for Project Services provided in accordance with the performance of the Contract throughout the Term payable upon performance, in arrears, and after receipt of an Invoice. The cost for Project Services must not exceed the unit cost per occurrence specified in Schedule B-2 "Project Services Fixed Fee Schedule" for those Project Services requested by the City plus GST; labour is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties. When Project Services are performed in conjunction with Contract Services, the Contractor shall not receive additional compensation for labour.

All amounts are in Canadian funds.

The City shall not be responsible for costs incurred by the Contractor in excess of the agreed amount(s) as set out herein.

- 10.2 The parties agree that all fees as set out in this Contract will remain in force for a period of **twelve (12) months** and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

11. PAYMENT

- 11.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number < insert purchase order or contract reference number > , the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 11.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

- 11.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 11.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Contract within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Contract, or that the Contractor is in any manner released from its obligation to comply with this Contract.
- 11.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 11.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca

In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of Department Representative invoice is directed to.
- Include Purchase Order number (to be provided).
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

- 11.7 Unless otherwise provided, all dollar amounts referred to in this Contract are in lawful money of Canada.
- 11.8 if the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

12. CHANGES

- 12.1 A Change is:
- (a) An addition to the Services that is both
 - (i) of a type and character similar to the Services as defined in the Contract Documents, and
 - (ii) is located generally within the City facilities; or
 - (b) A deletion of the Services indicated in the Contract Documents; or
 - (c) An alteration of the Services indicated in the Contract Documents, within the general scope of the Services as described in the Contract Documents.
- 12.2 The City may without invalidating this Contract make a Change to the Services. If the City makes a Change to the Services, then the Department Representative shall issue a Change Order.
- 12.3 Additional work that the City may wish performed that does not satisfy the requirements of Sections 13.1 and 13.2 is Extra Work ("Extra Work") and not a Change. Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work.
- 12.4 The Department Representative may at any time give the Contractor a written request (a "Contemplated Change Order") to provide a Quotation for a specified Change that the City is considering.
- 12.5 If the Department Representative gives the Contractor a Contemplated Change Order, then the Contractor shall, as part of the Services, respond as promptly as possible with a written price quotation (a "Quotation"). The Quotation shall comply with the following:
- (a) Any Quotation submitted by the Contractor for a Change, a Contemplated Change Order or for Extra Work shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Contract Price (excluding GST) owing on account for the Services contemplated by the Quotation and for certainty shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, or impact, head office, overhead, and all other costs, and all markups and profits, even if the Quotation does not specifically mention such items.
- 12.6 The Department Representative may at any time, by way of a Change Order, direct the Contractor to proceed with a Change and the Contractor shall comply with such direction.
- 12.7 The Contractor shall not proceed with any Services that the Contractor intends or expects to be treated as a Change without receiving a written Change Order approving the Services as a Change.

- 12.8 If for any reason the Contractor proceeds with Services that the Contractor intends to claim as a Change before a written Change Order is issued, then verbal approval must have been received and a written Change Order pending. The Contractor shall maintain daily records, and submit them before the end of the next day to the Department Representative for certification. Notwithstanding any other provision of the Contract Documents, no payment shall be owing to the Contractor on account of any claimed Change if the Contractor fails to maintain and submit such records. However, the mere maintenance and submission of such daily records shall not create an entitlement for the Contractor to receive payment for the claimed Change and the Contractor's right to receive payment shall be as otherwise provided by the Contract Documents.
- 12.9 The Contractor shall not be entitled to rely on any oral representation (except in an emergency), site meeting discussion, and site meeting minutes or other communication as approval that any Services are a Change. The Contractor shall strictly comply with the requirements of this section.
- 12.10 In an emergency, when it is impractical to delay the Services until the written authorization is issued, the Department Representative may issue an oral direction which the Contractor shall follow. In such event the Department Representative shall issue a confirming Change Order at the first opportunity.

13. EXTRA WORK

- 13.1 The City may invite the Contractor to perform Extra Work as part of this Contract by issuing a written request for the Extra Work.
- 13.2 It is a condition of this Contract that the City is not obligated at any time to make a request to the Contractor to perform Extra Work. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Extra Work that is required to be performed and the Contractor shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Extra Work and shall so carry on their work that other cooperating contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- 13.3 The Contractor is under no obligation to accept an invitation to perform Extra Work and the City is under no obligation to offer work that might be undertaken by the Contractor as Extra Work.
- 13.4 If the City issues a written request for Extra Work, the Contractor shall promptly either decline the opportunity to perform the Extra Work, or respond with a Quotation.
- 13.5 The City is under no obligation to accept the Contractor's Quotation for Extra Work and may elect to have the Extra Work performed by others.
- 13.6 In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Extra Work without first receiving a written Change Order approving the work as Extra Work.

14. USE OF WORK PRODUCT

- 14.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work

product produced by or resulting from the Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

15. PERSONNEL

15.1 Qualified Personnel

The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.

All personnel assigned by the Contractor under this Contract should have a Building Services Worker (BSW) certificate of proficiency from an accredited program or an equivalent program or an equivalent combination of education, experience.

15.2 Listed Personnel

The Contractor will perform the Services using the personnel as may be listed in the Quotation, and the Contractor will not remove any such listed personnel from the Services without the prior written approval of the City.

The Contractor shall ensure that only their properly identified employees listed and approved by the City are permitted on the premises during performance of the work. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

15.3 Replacement of Personnel

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel then the Contractor will, on written request from the City, replace such personnel.

Except as provided for in Section 15.2, the Contractor will not engage any personnel or sub-contract or assign its obligations under this Contract, in whole or in part, without the prior written approval of the City.

15.4 Sub-Contractor and Assignment

Except as provided for in Section 15.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Contract in whole or in part, without prior written approval by the City.

15.5 Agreements with Sub-Contractors

No sub-contract labour will be allowed unless specifically agreed to in advance, in writing by the City.

16. SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

Upon the City's request, the Contractor shall provide to the Department Representative within thirty (30) days of contract award/renewal, a letter verifying that each employee performing work under this

Contract has satisfactorily passed a criminal background check. All new contract employees shall be required to meet this condition prior to being assigned work. Work shall not be assigned to a new employee prior to receipt of such documentation by the Department Representative. The Contractor shall maintain and make available a current listing of all employees name and addresses performing work at all times. If at any time it becomes known that an employee of the contractor has a background in criminal activity that would prohibit working under this contract, the City can request the removal of the employee from the facility. The cost for these criminal background checks is the responsibility of the Contractor

The Contractor shall have a corporate policy in place for criminal records check and the City reserves the right to audit the process.

17. LIMITED AUTHORITY

- 17.1 The Contractor is not and this Contract does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Contract, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 17.2 The Contractor is an independent contractor. This Contract does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 15.2. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

18. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 18.1 Except as provided for by law or otherwise by this Contract, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Contract, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Contract, except as reasonably required to complete the Goods and Services.
- 18.2 The Contractor acknowledges that the City and the City are subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 18.3 The Contractor agrees to return to the City all of the City's property at the completion of this Contract, including any and all copies or originals of reports provided by the City.

19. WARRANTIES

- 19.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Contract, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 19.2 The Contractor warrants and guarantees that Goods and Services delivered under this Contract do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City, the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Contract.

20. INSURANCE AND DAMAGES

- 20.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Contract, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 20.2 The indemnities described in Sections 19.2, 20.1 and 26.3 will survive the termination or completion of this Contract and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 20.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Contract the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the

coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operator's liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) comprehensive dishonesty, disappearance and destruction bond for commercial business: Insurance covering loss of money, securities and other property which the insured and the City shall sustain, to an amount not less than Twenty-five Thousand Dollars (\$25,000.00) for any one loss or in aggregate, resulting directly from fraudulent or dishonest act(s) committed by an employee or employees of the insured, acting alone or in collusion with others. and
- (d) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

20.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Contract. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest; the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

20.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

20.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

20.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

21. CONTRACTOR RESPONSIBILITIES

21.1 Subject to any limitation set forth herein, the Contractor shall have complete control of the janitorial and custodial maintenance services and shall effectively direct and supervise all work and activities associated herewith, using their best skill and attention, and shall be solely responsible for all safety, housekeeping, sanitation, methods, techniques, sequences and procedures and for coordinating parts of the Services.

21.2 Contractor should:

- (a) carry out its obligations and duties and provide the Regular Cleaning Task Services and Project Services with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this Contract and at all times act in accordance with all applicable professional standards, principles and practices;
- (b) supply all plant, equipment and materials necessary for the proper performance of the Services as specified herein;
- (c) provide an on-site supervisor, who will be responsible for the overall management and coordination of the Services;
- (d) provide trained and certified (B.S.W. Certificate, as a minimum), housekeeping personnel in sufficient numbers so as to meet the identified on-site needs for such services, and to perform all of the required functions;
- (e) ensure that all cleaning personnel are able to speak, read and write in the English language;
- (f) provide the Department Representative the names, addresses and telephone numbers of such cleaning personnel, and shall keep this information current at all times;
- (g) perform the Services at such times as are directed or required by the City/Library;
- (h) agree that daytime personnel shall not perform cleaning functions required of regular cleaning personnel but rather shall perform the specific functions as detailed in Schedule A, Specifications of Goods and Scope of Services;
- (i) provide a Quality Assurance Plan, acceptable to the Department Representative prior to the start of the Services;
- (j) provide the Department Representative at intervals of not more than the close of business the fifth working day of each month with a written Quality Assurance Report listing the result of the previous month's Quality Assurance Inspections;
- (k) provide the Contract Services and Project Services as specified in this Contract on the premises during the Term;
- (l) have regard to such requirements as may be conveyed to it by the Department Representative and shall comply with all reasonable directions of the Department Representative;
- (m) permit the Department Representative to enquire of, to confer with and direct the Contractor and the Contractor's staff and shall do all that is within its power to facilitate any and all appropriate enquiries, conferences and direction;
- (n) carry out the Services by the Contractor's employees approved by the City ;
- (o) provide for, maintain and require its employees to wear at all times, neat, clean uniforms and Contractor furnished employee identification badges;

- (p) obtain and maintain during the term(s) automobile, general commercial liability and dishonesty, disappearance and destruction insurance in the forms and amounts required by the City;
- (q) obtain and maintain a current City of Surrey, Business License and permits that are required;
- (r) promptly pay all W.C.B., sales and other taxes assessed against it business;
- (s) promptly remove all garbage and recyclable materials from all service level areas, as directed;
- (t) promptly with and ensure that the Contractor's agent(s) and staff comply with the terms and conditions of this Contract;
- (u) not use the City's and the Library's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative;
- (v) ensure all cleaning chemicals and supplies, where required, conform to Workplace Hazardous Materials Information Systems (WHMIS) standards;
- (w) obtain all applicable Material Safety Data Sheets (MSDS) for all cleaning chemicals and supplies; and
- (x) provide and maintain current at all times, a complete MSDS binder for all cleaning chemicals and supplies storage locations within the site.

22. DEFICIENCIES

- 22.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Contract, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 22.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

23. DEFAULT AND TERMINATION

- 23.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Contract, then:
 - (a) the City reserves the right to terminate this Contract, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Contract and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or

- (b) if the City does not terminate this Contract for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.

23.2 The City may by written notice at any time cancel this Contract with respect to Goods which, as of the date of cancellation, have not been shipped.

23.3 The City may at any time and for any reason by written notice to the Contractor terminate this Contract before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Contract, if the City terminates this Contract before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Contract for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

23.4 The City may terminate this Contract for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Contract by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Contract, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Contract by giving the Contractor further written notice.

23.5 If the City terminates this Contract as provided by Section 23.4 then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this Contract for the performance of the Goods and Services;
- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Contract, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

24. CURING DEFAULTS

24.1 If the Contractor is in default of any of its obligations under this Contract, then the City may without terminating this Contract, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Contract will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

25. DISPUTE RESOLUTION

- 25.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract ("Dispute") using the dispute resolution procedures set out in this section.
- 25.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 25.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 25.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

26. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 26.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Contract have been paid in full.
- 26.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.
- 26.3 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 26.4 The Contractor agrees that it is the "prime contractor" for the work as defined in the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers' Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other

persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Contract, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Contract. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Contract, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 26.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 26.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 26.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

Refer to Attachment 1 Prime Contractor Designation – Letter of Understanding
Refer to Attachment 2 Contractor Health & Safety Expectations – Responsibility of Contractor

27. BUSINESS LICENSE

- 27.1 The Contractor will obtain and maintain throughout the term of this Contract a valid City of Surrey business license.

28. GENERAL PROVISIONS FOR GOODS

- 28.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com"

- 28.2 If this Contract pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 28.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Contract.

29. COMPLIANCE

- 29.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 29.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Contract, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

30. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 30.1 Nothing in this Contract limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the City Board in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 30.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Contract. If City Board does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Contract.

31. WAIVER

- 31.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Contract shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

32. APPLICABLE LAW

- 32.1 This Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Contract shall be brought in such courts.

33. NOTICES

33.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

33.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

34. MERGER AND SURVIVAL

34.1 The representations, agreements, covenants and obligations set out in this Contract shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

35. ENTIRE AGREEMENT

35.1 This Contract, including the Schedules and any other documents expressly included by reference in this Contract, contains the entire Contract of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Contract. This Contract supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

35.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Contract are expressly rejected by the City.

36. SIGNATURE

36.1 This Contract shall be signed by a person authorized to sign on behalf of the Contractor.

36.2 This Contract may be executed in or one or more counterparts all of which when taken together will constitute one and the same Contract, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

37. ENUREMENT

37.1 This Contract shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and year first above written.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

PROJECT TITLE: JANITORIAL AND CUSTODIAL MAINTENANCE SERVICES CLOVERDALE AND FLEETWOOD LIBRARIES

1. PURPOSE

The Contractor agrees to provide experienced and qualified janitorial staff that employ environmentally preferable “green” practices and use environmentally preferable products as part of their janitorial services to meet the janitorial and custodial maintenance needs of Library’s designated locations as follows:

- Cloverdale Library, 5642 – 176A Street
- Fleetwood Library, 15996 – 84th Avenue

Janitorial and custodial services, which include regular and project specific cleaning tasks as specified in Schedules A through A5 (the “Services”). All Services must be performed to the complete satisfaction of the City. The Department Representative of the Library will inspect all serviced areas and to provide direction, coordination and to ensure that work is completed to the satisfaction of the City.

Every employee or individual retained by the Contractor in performing and providing the Services at the facility should have successfully completed a Building Service Worker course.

2. GENERAL

2.1 CLOVERDALE LIBRARY



Location: 5642 – 176A Street, Surrey, BC V3S 4G9
Estimated floor area: 11,000 square feet

The Cloverdale Branch of Surrey Libraries is a lively community library, most often busy with young families and children's programs. It is also home to Western Canada's largest Family History collection. The facility was originally the Surrey Justice Centre built in 1960, and was renovated in 1987 to accommodate the Library.

Hours:

Monday to Thursday: 9:30 am to 9 pm

Friday: 9:30 am - 5 pm

Saturday: 10 am - 5 pm

Sunday: 1 - 5 pm

The areas to be serviced include, but not limited to the following:

- Public Entrance Vestibule
- Enclosed Workstations/Closed Offices
- Open Workstations / Cubicles
- Circulation Room
- Staff Work Area
- Staff Kitchens
- Kitchenette (meeting room)
- Corridors/Hallways
- All public areas in the library
- Elevator
- Public Staircase
- Storage Areas and Closets
- Circulation department
- Conference Meeting Room
- Public and staff Washrooms (WC) Male and Female (All)

2.2 FLEETWOOD LIBRARY



Location: 15996 - 84 Avenue, Surrey, BC V4N 0W1

Estimated floor area: 13,000 square feet

The Fleetwood Library was opened in 1995, together with the adjacent Fleetwood Community Centre. The library hosts a wide variety of programs for children, youth and adults.

Hours:

Monday to Thursday: 9:30 am to 9 pm

Friday: 9:30 am - 5 pm

Saturday: 10 am - 5 pm

Sunday: 1 - 5 pm

The areas to be serviced include, but not limited to the following:

- Reception
- Enclosed Workstations/Closed Offices
- Open Workstations / Cubicles
- Circulation Room
- Staff Work Area
- Staff kitchens
- Kitchenette
- Corridors/Hallways
- All public areas in the library
- Storage Areas and Closets
- Meeting Room
- Public and staff Washrooms (WC) Male and Female (All)

3. SERVICES

- 3.1 In accordance with this Contract the Contractor shall furnish everything needed to perform all of the requirements of this Contract including without limitation any and all material required but not supplied by the City, all labor, equipment, transportation and services required to faithfully perform and provide the Services at the Sites as required for and to the satisfaction of the City, under the direction and supervision of the Department Representative.
- 3.2 All Contractor furnished property and materials must meet applicable federal, provincial and City laws, codes, and regulations. The Contractor shall use only those Contractor furnished items that are determined to be satisfactory by the Department Representative in performance of the Services.
- 3.3 The City reserves the right to make necessary scheduling changes, including all daytime scheduled cleaning at no additional charge. The Contractor should perform such services as required by the Contract and shall not be entitled to receive any remuneration from the City other than that specified by the Contract.
- 3.4 The Contractor must work in a manner that does not create a disruption to the normal course of business. Any activity that produces noise that interferes with the business operation must be completed during off-hours. The Contractor shall ensure that their employees have proper and adequate noise and hearing protection.

4. SCOPE OF SERVICES

Neither the Regular Cleaning Task Services Schedule nor the Regular Cleaning Task Services Performance Standards shall be used alone. Services omitted from the task schedules but mentioned or reasonably implied in the performance standards, or, vice versa, shall be considered as properly and sufficiently specified and shall be provided.

4.1 REGULAR CLEANING TASK SERVICES SCHEDULES

4.2.1 Regular Cleaning Task Schedules

The Contractor will clean the Sites according to the requirements, specifications and frequencies set out in **Appendix-A-2 Regular Cleaning Task Schedules** as provided for each Site.

Regular Cleaning Task Services Schedule details general daily tasks frequencies to be done on a daily, weekly and monthly basis for the designated locations. The City reserves the right to designate specific cleaning times for those service level areas. Notwithstanding any time indicated in the schedule, at any time during the Term of this Contract the City may give written notice of a change, addition, or deletion of the cleaning times specified. The Contractor shall adjust its service plans and schedules accordingly and submit a revised schedule to the City within five (5) working days after receiving notification from the City.

In all cases, the Services shall be performed with the least inconvenience to City or City personnel, all in accordance with the referenced Regular Cleaning Task Services Schedule.

If there are any tasks listed in **Schedule A-2- Regular Cleaning Task Services Schedule** which does not have a corresponding performance standard then the Contractor will be required to undertake such work in accordance with current industry best practices using products and equipment appropriate for the work, in each case, as determined by the City in its sole and absolute discretion.

Note: The Contractor shall make him/herself aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of Library business.

Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position;

4.2.2 Schedule of Work Hours

The Library's hours of operations are:

Monday to Thursday: 9:30 am - 9:00 pm

Friday: 9:30 am – 5:00pm

Saturday: 10:00am – 5:00 pm

Sunday: 1:00 pm- 5:00 pm

The Services shall be performed **seven (7) days per week, Monday through Thursday, from 6:00 p.m. to 2:00 a.m. and on Friday through Sunday from 4:00 p.m. to 10:00 p.m.** The Department Representative will coordinate the Service hours with the Contractor. The Contractor must arrive at the designated facility before closing time.

Work schedules are not subject to change without the prior written approval of the Department Representative, or designate. In all cases, the Services shall be performed with the least inconvenience to Library or Library personnel, all in accordance with the referenced Regular Cleaning Services Task Services Schedule.

The Contractor will perform the Services in a manner which causes minimal interference to the users and occupants of the facility. The Contractor must arrange its work schedule accordingly. The exact start and finish times for the provision of the Contract Services shall be mutually agreed upon between the appropriate Department Representative and the Contractor.

All work shall be started and completed at approximately the same time in each time period, unless otherwise specified or agreed to by the Department Representative.

Specific cleaning schedules and any variations to the schedule must be approved by the Department Representative in writing in advance of the variation.

4.2 REGULAR CLEANING TASK PERFORMANCE STANDARDS (CITY PREFERRED):

The City would prefer the following Regular Cleaning Task Services Performance Standards and Technical Requirements as written. The referenced General Cleaning Task Services Performance Standards are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable. Services as defined in the specifications as "Daytime Services", "Project Services" and "Extra Work" may be requested at the discretion of the Department Representative.

The Contractor shall perform the Services in accordance with the standards listed in ***A-4 Regular Cleaning Task Services Performance Standards***. These Regular Cleaning Task Services Performance Standards as written, are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

5. LABOUR, EQUIPMENT, AND MATERIALS

5.1 Labour

- (a) The Contractor shall, at all times during the term of this Contract, have a Supervisor on-site charged with the responsibility of supervising the cleaning operations at the Sites;
- (b) The Contractor will from time to time provide the Department Representative with the full names and addresses of all persons whom the Contractor proposes to employ in the performance of the Services. The City may, at any time or from time to time and for any reason whatsoever, notify the Contractor that it will no longer accept services performed by any one or more of its' employees. The City shall have no obligation to disclose to the Contractor the reasons for any such notice. In the event of such notification, the Contractor shall promptly remove such employee or employees from the City premises and take immediate steps to ensure that its performance under this Contract will not be reduced. The Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illness, and inclement weather;
- (c) The Contractor shall regularly inspect employee's cleaning operations to ensure that the proper techniques and procedures are used during the operation of all manual and powered cleaning equipment and machinery. The Contractor shall also ensure all equipment and machinery is operated within manufacturer's guidelines and in strict compliance with all current regulatory, safety and established operational practices common to the trade;
- (d) The Contractor shall employ a sufficient number of properly qualified and trained cleaning staff and supervisory staff for the performance of the Services. Failure or delay in the performance of the Services due to the Contractor's inability to obtain qualified and trained personnel of the number and skill constitute a default of the Contract;
- (e) The Contractor will provide qualified staff to perform biohazard services (as necessary), and in accordance with all applicable industry standards and requirements. Biohazard services will include, but shall not be limited to the following activities:
 - Resolve biohazard situations as needed;
 - Maintenance and disposing of hypodermic needles;
 - Incidents involving emergency medical scenes; and

- Comply with all Federal, Provincial and Municipal standards pertaining to the handling and disposal of biohazards and related materials.

The Contractor will be required to provide a biohazard plan for review and approval by the City prior to commencement of services.

5.2 Equipment

- (a) The Contractor must provide and maintain, at its own expense, all tools, and equipment (professional/commercial quality) necessary for the performance of this Contract. The City will not procure or give any assistance in the procurement of any equipment, materials, and accessory items required for the performance of the Services. The Contractor furnished equipment shall be the size and type specifically designed and developed for the cleaning tasks and Services. The Contractor shall regularly inspect all equipment and machinery to ensure each is serviced and maintained according to manufacturer's schedules and guidelines to ensure safe, efficient operation and effective cleaning results. In addition, the Contractor shall comply with the following:
- (b) The Contractor's equipment must include, but is not limited to, vacuum cleaners, scrubbers, buffers, shampoo machines, extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, brushes, custodial carts, and safety equipment such as floor signs, temporary barricades and stanchions are available on-site when needed. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use;
- (c) The Contractor shall use all equipment and tools in such a manner that it will not wear, tear, scar or mark walls or other surfaces. Larger equipment and tools must be equipped with non-marking rubber, vinyl or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment must be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards must be properly maintained. Equipment with improper bumpers or guards must be removed from service immediately. Damages caused by the Contractor's equipment must be repaired at no expense to the City. Electrical equipment must be equipped with a non- marking, 3-conductor, grounded plug electrical cord;
- (d) The Contractor shall assume all risk of loss for stored equipment or materials, which includes without limitation consumables and cleaning supplies;
- (e) The Contractor is responsible for the safe operation of any equipment brought on location and must be able to demonstrate to the Department Representative that all operators of said tools and equipment are trained and qualified to do so;
- (f) Ladders: All Contractor ladders must be labeled with the Contractor's name. All ladders are to be maintained in good condition at all times and inspected prior to use. Employees using ladders must do so in a safe and responsible manner. Any defective ladders are to be tagged as such and removed from site;
- (g) Working at heights: It is the Contractor's responsibility to select the appropriate fall protection measures for the work to be performed. When working at heights, the area below is to be

cordoned off as the work area protection requires. Contractors must be able to demonstrate that all equipment has current inspection certificate(s) and is maintained as per regulatory requirements and that all personnel have current and appropriate training;

- (h) **Scaffolding:** All scaffolding is to be erected, maintained and inspected in accordance with all applicable regulations, codes and engineering practices. The Contractor is to ensure competent supervision of any modification process and have written approvals of such modifications. Precautions must also be taken to ensure that each scaffold does not exceed structural or design limits set out by applicable provincial legislation. The Contractor must also provide all scaffolds and safety equipment required for the entire project. Copies of the inspection reports are to be available upon request; and
- (i) **Mixing Cleaning Chemical Dispenser Systems:** The provision and use of any mixing cleaning chemical dispenser systems (wall (including metering equipment) or cart) will be the responsibility of the Contractor. The Contractor will be expected to remove any existing equipment (if any), dispose of as requested by the City in an environmentally friendly manner; supply new dispensing equipment, install, and maintain all dispensers throughout the Sites as well as be responsible for any replacement dispensers as existing dispensers become obsolete throughout the Term. The Contractor should provide dispensing equipment that reduces the worker exposure to chemicals and promotes the appropriate use of the cleaners.

Note: The Contractor is not required to supply, deliver or install consumable product dispensers. (e.g. soap dispensers, towel dispensers, toilet tissue dispensers, sanitizer dispensers, toilet seat cover dispensers, etc.). The City will provide the appropriate dispenser when required.

5.3 Materials (Cleaning Supplies and Consumables)

For materials specifications, with reference products, alternative products will be considered providing they meet the minimum performance criteria (i.e., they meet or exceed the minimum performance specifications and are suitable for the intended use).

The City is looking to reduce hazardous materials in cleaning supplies used within Library buildings in order to reduce air and water pollution and to protect human health and safety in the workplace. The City also aims to reduce the overall waste and results from the Library's janitorial operations by ensuring that packaging is minimized and is reused or recycled.

The Contractor should purchase cleaning supplies and materials that are made with natural ingredients without dyes and or perfumes and are not tested on animals and above all are 100% biodegradable.

The Contractor will discontinue using any cleaning chemicals, materials or equipment which in the reasonable opinion of the Department Representative determines is unsuitable for the purpose, or may cause any damage to the building or pose any health risk to the users of the building.

- (a) **Cleaning Supplies:** The Contractor shall furnish, pay for and maintain an adequate inventory of all cleaning supplies required to perform the Services.

Contractor-furnished cleaning supplies include, but are not limited to, the following:

- Air Sanitizer
- Batteries for Air Sanitizer and for other uses
- Brooms (all types)
- Brushes (all types)
- Insect Spray
- Mop Bucket/Wringer
- Mop
- Mop Heads

- Caddy Bags
- Carpet Cleaner/Shampoo
- Carpet De-Foamer
- Carpet Deodorizer
- Carpet Spotter
- Cleaning Cloths (Designated Colours)
- Cleaner, All-Purpose

- Cleaner, Degreaser
- Cleaner, Glass
- Cleaner, Multipurpose
- Cleaner, Stainless Steel
- Cleanser
- Dust Pans
- Electrical Cords
- Floor Finish (Hi-Solids)
- Floor Sealer
- Floor Stripper
- Furniture Polish
- Toilet Plunger
- Gloves, Latex
- Graffiti Remover
- Vacuum Bags

- Pad (various) for floor machine
- Pads (various) for Floor Machine
- Polish Metal
- Polish Wood
- Polishing and Scouring Pads, Floor Machine
- Rags
- Safety Equipment
- Safety Signs; "WET FLOOR", etc.
- Sanitary Napkin Disposal Bags
- *Sanitary Napkins/Tampons
- Sanitary Napkin Disposal Bags
- Scouring Pads
- Scrapers
- Sponges
- Spray Bottles
- Squeegee
- Stripping Pads
- Toilet Bowl Cleaner
- Toilet Bowl Mops
- Urinal Mats
- Paper products used in the cleaning process

To achieve compliance with the Green Cleaning Program, a minimum of 30% of the total annual purchases (at cost) of these cleaning and maintenance products must meet at least one of the following sustainability criterions:

- Environmental Choice - Ecologo certified <http://www.ecologo.org/en/>
- Green Seal certified <http://www.greenseal.org/>
- Greenguard certified <http://www.greenguard.org/>
- Carpet & Rug Institute <http://www.carpet-health.org/>

All cleaning agents and chemicals that will be used at the Libraries must have prior approval from the City and be accompanied by a Material Safety Data Sheet (MSDS).

It is not the City's intention to require specific brands of products to be used but all products should meet the City's Green Cleaning Program requirements for each category. Products should be purchased in quantities that minimize the amount of packaging. If re-usable cleaning supplies can be purchased, such as micro-fibre towels and cloths, that is preferred.

The City is looking to reduce hazardous materials in cleaning supplies used within Library buildings in order to reduce air and water pollution and to protect human health and safety in the workplace. The City also aims to reduce the overall waste and results from the Contractor's janitorial operations by ensuring that packaging is minimized and is reused or recycled.

The Contractor will discontinue using any cleaning chemicals, materials or equipment which in the reasonable opinion of the Department Representative determines is unsuitable for the purpose, or may cause any damage to the building or pose any health risk to the users of the building.

A current copy of Material Safety Data Sheet (MSDS) for each chemical used on site is to be stored in a binder located at each janitorial closet and to be easily accessible to cleaning staff and the Department Representative.

(b) Consumables: The City will furnish and pay for an adequate inventory of the following consumable items:

- Paper products – toilet tissue, paper towels (folded or rolled to fit dispenser installed in each Site) toilet seat sanitary protective covers;
- Hand Cleaners;
- Hand Soap, Liquid(Pink Liquid, Lanolin)/Foam and Powdered hand soaps including dispensers (not anti-bacterial);
- Organic Liners, and
- Trash can liners (trash bags).

NOTE: Optional Pricing - Materials (Consumables): The City/Library may, at any time, request from the Contractor to furnish, pay for and maintain an adequate inventory of consumable cleaning supplies as listed in Section 5.3 (b).

6. CONTRACT SERVICES

The Contract Services to be provided under this Contract comprise the cleaning of offices and associated internal and external areas (where applicable).

6.1 The City prefers one (1) cleaning personnel who shall perform cleaning tasks Services. The Contract Services to be provided under this Contract comprise the cleaning of offices and public spaces on a daily basis.

6.2 CLEANING TASKS

The purpose of this position is to address minor performance work requirements to ensure that the building is maintained at an acceptable level of appearance and cleanliness. It is not the intention that this position be used to carry out the primary responsibilities of the Regular Cleaning Task Services Schedules. During the scheduled work hours, the cleaning personnel will be expected to carry out the following variety of services.

- (a) Keep the main entrance areas to the building clean at all times;
- (b) Pick up and collect litter, and recycling materials located within interior space(s) and pick up and collect litter, recycling, and tobacco waste within 10m of exterior entrances, and designated smoking areas for removal and disposal;
- (c) Interior and exterior doorway entrance floor surfaces shall be monitored and maintained in a safe condition free of slipping hazards;
- (d) Using an appropriate glass cleaner, completely clean both sides of all window glass in entry ways. All glass areas immediately adjacent to exterior doors, such as light panels, vestibules and double door airlock entries, including frames and sills, will be cleaned at this time. After cleaning, these surfaces will present a uniform appearance free of all streaks, smudges, fingerprints, non-permanent stains, lint, etc.;
- (e) Clean and maintain public areas as required, empty and clean garbage containers remove gum, remove posters, remove smoking debris and maintain smoking shelters;

- (f) Clean all corridors and utility areas daily;
- (g) Ensure that all stairwell areas are cleaned daily;
- (h) Spot clean handrails, doorknobs, and horizontal surfaces and vertical surfaces;
- (i) Clean all washrooms keeping them in clean and sanitary condition. Washrooms will be monitored as needed to ensure the cleanliness of the entire washroom throughout the day;
- (j) Ensure that the washrooms (WC) are fully re-supplied with the necessary sanitary supplies (e.g. toilet tissue, soap and towels);
- (k) Clean up of all body fluid spills of urine, feces, blood and vomit, including disinfection steps;
- (l) replenish cleaning products and consumables in janitorial storage areas;
- (m) Clean, disinfect and maintain in clean and sanitary condition all change rooms, showers stalls, exercise rooms, and recreation spaces;
- (n) Clean lunch room(s) (break room(s)) areas, as needed to ensure cleanliness;
- (o) Clean all conference rooms/meeting rooms, on call after they have been used during the day to insure that they are ready for re-use;
- (p) Maintain the City's recycle program;
- (q) Maintain the Library's janitorial storage area, ensuring the area is accessible and stocked with cleaning products and consumables;
- (r) Notify the City's Facilities Work Control of light bulbs and tubes that may have burned out, or other maintenance issues (i.e. electrical, plumbing, etc.); and,
- (s) Perform such other general cleaning, as time may permit, or as directed by the Department Representative.

Special Instructions: No alkaline soaps, coarse scouring powders, coarse paste cleaners, solvents, paraffin, white spirits, gas and the like are to be used.

The City reserves the right to schedule daytime cleaning as required within the facility as service level areas and functions change, at no additional charge.

The Contractor shall thoroughly clean, sanitize and polish the building including washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, furniture, fixtures and appliances.

6.3 REGULAR CLEANING TASK SERVICES

- (a) The Contractor shall employ appropriate cleaning techniques and use professional/commercial quality products and equipment to ensure a first-class professionally maintained appearance.
- (b) The Contractor must use germicidal detergent in restrooms, locker rooms, food areas and drinking fountains.
- (c) The Contractor must clean Plexiglas surfaces with a soft cloth and Plexiglas cleaner. The Contractor must clean and polish wood surfaces with a soft cloth and wood polish, using no water or detergents. Upon completion of general cleaning, all surfaces must be free from soil, smudges, fingerprints, gum, marks or streaks. General cleaning is not spot cleaning; rather, total surface areas within the building must be cleaned.
- (d) Properly cleaned and disinfected doors, walls, partitions, trim, baseboards, handrails/stair rails, frames, window sills, ledges and horizontal surfaces including their component parts, must be clean and free from dirt, dust, film, streaks, smudges, lint and cobwebs.
- (e) Restroom/locker room areas, stall partitions, doors and walls must be free from stains, graffiti, spots, streaks and cobwebs. Works standards that state "disinfect" are considered disinfected when the Contractor uses a liquid or spray product identified as a disinfectant and applies the product in accordance with the manufacturer's instructions.

7. **PROJECT SERVICES**

7.1 **GENERAL**

- (a) It is a condition of this Contract that the City is not obligated at any time to make a request to the Contractor to perform Project Services, such as carpet steam cleaning, upholstery cleaning, work station fabric panel cleaning, cleaning interior and exterior upper windows and frames, washing window blinds, cleaning refrigerators. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Project Services or Extra Work that is required to be performed and the Contractor shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Project Services or Extra Work and shall so carry on their work that other cooperating Contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- (b) Within the general scope of this Contract, Project Services may be required to meet the desired conditions and/or services not covered in the Contract Services. Project Services must be performed in accordance with all provisions of this Contract plus any special provisions issued with respect to authorization.
- (c) The cost for Project Services must not exceed the unit cost per occurrence specified in Schedule B-2 "Project Services Fixed Fee Schedule" for those Project Services requested by the City plus GST (PST INCLUDED); labour is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties. When Project Services are performed in conjunction with the Contract Services, the Contractor shall not receive additional compensation for labour.

- (d) The Contractor shall perform the Services in accordance with **Schedule A-5 Project Cleaning Task Services Performance Standards**.

7.2 PROJECT WORK SCHEDULE

- (a) The City may invite the Contractor to perform Project Services as part of this Contract in accordance **Schedule A-5, Project Cleaning Task Services Performance Standards**. Each Site has its own allocated Project Services Cleaning Task Schedule.
- (b) Project Services will be performed only when requested by the City. In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Project Services without first receiving prior approval of the work from the Department Representative except in emergencies.
- (c) The Contractor shall notify the Department Representative in writing 72 hours in advance of such scheduled Project Services. The Contractor shall reschedule any work that the Department Representative deems necessary to avoid unacceptable disruptions of normal City business.
- (d) The Contractor shall provide the Department Representative a written detailed schedule listing:
 - (i) the type of Project Services work to be done; and
 - (ii) the anticipated beginning and completion dates for each task.
- (e) The Contractor must follow-up with a written notice of completion.
- (f) The Contractor shall perform the Services in accordance with Schedule A-5 – Project Cleaning **Task Services Performance Standards**.

7.3 PROJECT CLEANING TASK SERVICES PERFORMANCE STANDARDS

The referenced **Project Cleaning Task Services Performance Standards in Schedule A5** as written are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

The Contractor shall perform as a minimum, the work requirements in accordance with these Project Cleaning Task Services Performance Standards.

8. CONTRACTOR'S PERSONNEL

The Contractor should:

- (a) **Cleaning Personnel:** Assign one (1) cleaning personnel and provide their name, address and telephone number must be provided to the Department Representative upon commencement of Services.
- (b) **Site Supervisor:** Designate a Site Supervisor who will be responsible for overall management and coordination of the work under this Contract. The site supervisor shall be available at all times during the normal cleaning hours and shall act as the central point of contact with the City. When Services is performed other than the normal cleaning hours, an individual may be designated by Contractor to act for the project manager. The Contractor shall provide to the

Department Representative the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. The City has designated the Department Representative who will be the Contractor's point of contact for all day-to-day activities, questions and issues relating to the Work.

(c) Contractual Employees:

- must not have relatives or other personal visitors at the work site;
- must not consume food or beverages in public view while in the performance of the cleaning duties;
- must not consume alcoholic beverages nor use narcotics while in the performance of the cleaning duties, nor be under the influence when reporting to duty;
- must not use the telephones (except in emergency), office equipment (e.g.) computers, photocopiers, radios, T.V. sets, or, any other equipment belonging to the City;
- must not play radio's or other sound equipment;
- must not fraternize with City staff, clients, tenants, or visitors to the building nor unnecessarily disrupt business while performing their contractual duties;
- must not interfere with building or staff property;
- must be able to communicate (speak, read and understand) in the English language; and,
- completed Building Services Worker (BSW) certificate or an equivalent program or an equivalent combination of education, experience and completed training specified in Section 9-Training.

Smoking is not permitted on-site. At its own discretion the Department Representative may permit smoking in specifically designated areas within the Site; and

The City may require the Contractor to immediately remove any contractual employee(s) from the Library premises for cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another Library building.

The City reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

9. TRAINING

- 9.1 The Contractor shall provide an employee training program covering the safe and proper use of janitorial products and equipment, and all phases of the custodial maintenance and janitorial services including individual job responsibilities detailed in this Contract.
- 9.2 The plan shall include the following:
- (a) have all appropriate professional training, licenses and certifications required for the work being performed;
 - (b) give clear guidance to cleaning staff on handling cleaning chemicals;
 - (c) provide easily understood directions to cleaning staff including graphic representation for the dilution of chemical cleaning products;
 - (d) track the quantities of cleaning chemicals used over time on at least a quarterly basis;
 - (e) use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of these concentrates (e.g., wall-mounted dispensing systems where concentrates are sequestered and dispensed remotely and cleaning

chemical is automatically mixed with water for proper end-use dilution without the worker needing to touch concentrates);

- (f) use the appropriate technology (coarse spray or squirt bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product to avoid aerosolization, overuse, or waste;
- (g) provide directions for the proper rinsing and disposal of expended or empty chemical solution containers;
- (h) prevent other building areas from being adversely affected; and
- (i) reduce, minimize, or eliminate the need for using cleaning chemicals if possible.

- 10.3 The plan must be acceptable to the City. The Contractor shall not begin work until the plan, incorporating any changes required, has been approved by the City. The Contractor shall maintain and update the plan annually.
- 10.4 The Contractor shall keep accurate records of employee's initial and ongoing training. The Contractor shall provide training at its expense and no additional compensation will be provided by the City.
- 10.5 The Contractor shall update its training program to keep current with new procedures, products, equipment, and facilities from time to time.
- 10.6 The Contractor is required to submit monthly reports proving the compliance with the equipment purchasing and training requirements as stated in City's Green Cleaning Program. Additionally, it is expected that all staff are to be trained in accordance to the City's Green Cleaning Program. These reports shall illustrate a breakout of green/non-green products, and reveal where the products will be used
- 10.7 The Contractor must ensure cleaning staff and supervisors are trained on the City's Green Cleaning Program and procedures. The Contractor shall maintain and submit a monthly training log and equipment maintenance/purchasing log. The training log shall list the employees, training topics covered and number of hours spent in training. The equipment log shall show a current equipment list that details the make/model of equipment, year purchased and condition, along with a record of maintenance activities:

10. UNIFORMS AND IDENTIFICATION BADGES

- 10.1 Cleaning personnel shall arrive to work in the appropriate uniform of the Contractor. Uniforms shall be in a good state of repair, clean, pressed, fitted properly, in good condition, and shall present a professional appearance and Contractor furnished identification badges.
- 10.2 Uniforms are defined as clean, long or short-sleeved (no sleeveless, smocks or tank tops) shirt with collar, worn with pants (no mid-calf, Bermuda or short pants) accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same colour. Contractor is responsible for all uniforms and attire worn by custodial staff.
- 10.3 The Contractor is to provide at its expense, clearly readable photo identification badges/cards. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City's/Library property. The Contractor's employees are required to

provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave the facility. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City/Library facilities. It is also desirable that vehicles used by the Contractor's employees be identifiable. This could be accomplished by temporary fixation of signage on the dashboard indicating the Contractor's name, or other method mutually agreed upon by Contractor and City.

10.4 The Contractor shall be responsible and ensure that all employees are in compliance with these requirements.

10.5 All clothing and name badge maintenance and replacements will be the sole responsibility of the Contractor.

11. INCLEMENT WEATHER

11.1 The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.

12. UNOCCUPIED SPACE

12.1 There may be times when a portion of the building becomes "unoccupied" for various reasons. Upon notice by the City, the Contractor will be instructed to cease cleaning the unoccupied area(s), and the City shall receive a credit based on the Global Square Footage Cost each day unoccupied. The total square footage of the unoccupied space will be multiplied by the Global Square Foot Cost and subtracted from the total monthly cost. Should the site become re-occupied, the full cost per month shall apply, unless such changes result in an increase or decrease in contract requirements.

12.2 In the event of a Site undergoing renovations during the Term of the Contract, there will be no adjustments made to the Contract Price for services rendered related to the construction. As areas are decommissioned, the labour and materials which is attributed to those areas will be used for construction clean-up at the Site.

13. CONTRACTOR'S REPORTING METHOD (EMERGENCIES)

13.1 Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life and safety concerns shall be reported immediately, upon discovery to the City's Corporate Facilities Department, Work Control. The Department Representative will provide the appropriate contact list to the Contractor for this purpose.

14. CONTRACTOR'S REPORTING METHOD (DAY-TO-DAY)

14.1 All communications from the Contractor's employees shall be directed through the Contractor's on-site supervisor using the on-site "Daily Report Log Book". At no time shall the Contractor's employees leave written messages, instructions or requests at Library employee workstations or in offices.

14.2 The Contractor and the Department Representative, or designate, shall cooperate in developing an on-site log book, for communicating day to day needs, requests or observations requiring action by the Contractor or the Library. Contractor's employees and the Department Representative or designate shall review the log book each workday for required actions and or responses to issues.

- 14.3 Any items requiring maintenance or repairs such as: leaking fixtures or pipes, broken or cracked windows, loose flooring, ceiling or wall tiles, inoperative or broken fixtures, lights, outlets and switches, shall be reported daily to the City's Corporate Facilities, Work Control at Telephone: 604-590-7201, Fax: 604-599-8794. A message can be left for follow through if the notification is after 4:00 p.m. Monday through Friday, or on weekends.
- 14.4 Contractor shall fax or e-mail a written report the next workday to the Department Representative when an unusual occurrence, malfunction or property damage is noted or has occurred. Failure to provide the Department Representative, or designate with this information will be considered a failure to perform and may lead to Contract termination.

15. QUALITY ASSURANCE PLAN

- 15.1 While Time is of the Essence with respect in the performance of the Services, quality assurance/quality control is of paramount importance to the success of the Services and the requirement for the provision of a competent and qualified quality control staff and for the implementation and adherence to the quality assurance plan cannot be overstated.
- 15.2 The Contractor will be required to submit a Quality Assurance Plan acceptable to the City. The Contractor shall not commence with Services until the Quality Assurance Plan, incorporating any changes required has been approved by the City. The Contractor shall maintain and update the plan annually. The Contractor's Quality Assurance Plan shall include:

15.2.1 General

- (a) The Contractor will establish, document, implement and maintain a Quality Assurance Plan and associated procedures throughout the Term to ensure that the Services comply with the requirements of the specifications;
- (b) The Department Representative shall within a reasonable amount of time from receipt either approve the Quality Assurance Plan and Procedures, or reject it, giving reasons for the rejections;
- (c) The Contractor shall rectify the deficiencies and resubmit a Quality Assurance Plan and associated Procedures for approval;
- (d) Failure to establish, document, implement and maintain a Quality Assurance Plan and associated Procedures in accordance with this specification shall be deemed to be a default by the Contractor; and

The Quality Assurance Plan and procedures information should be brief and concise and written in a format that can be easily understood by all parties.

15.2.2 The Plan

The plan shall include:

- (a) Methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions;
- (b) Methods of documenting and enforcing quality assurance operation, including inspections;

- (c) The format for the Contractor's Quality Assurance Report; and
- (d) Method of controlling keys, access cards and locks; and

15.2.3 The Procedures

The procedures shall include:

- (a) Quality Assurance Files: A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the Term of the Contract. This file shall be the property of the City and be made available upon request to the Department Representative within ten days after completion or prior to termination of the contract. Final payment will be withheld pending receipt of quality assurance files;
- (b) Quality Assurance Reports: The Contractor shall submit to the Department Representative by close of business the fifth working day of each month, a Quality Assurance Report listing the result of the previous month's Quality Assurance Inspections;
- (c) Acceptability: For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the Term of the Contract, to include any extension of contract term. The Contractor shall notify the Department Representative in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Department Representative; and
- (d) Materials: Procedures to ensure all cleaning supplies provided by the Contractor are in accordance with the standards required by the Contract.

16. JANITOR ROOM AND CONTRACTOR'S SPACES

16.1 STORAGE OF CONTRACTOR'S EQUIPMENT, MATERIALS AND SUPPLIES

If available, the City will provide at each Site a locked storage room for the storage of equipment, materials, and supplies (cleaning chemicals and consumables), as may be necessary for the Contractor to carry out the Contractor's duties and obligations under this Contract. The City will not be responsible in any way for the Contractor's cleaning supplies, materials, equipment and consumables or personal belongings that may be damaged or lost by fire, theft, or accident. Equipment, materials and supplies (cleaning chemicals and consumables), shall only be kept in areas reserved for such equipment, materials and supplies (cleaning chemical and consumables). The Contractor will be responsible for adequately insuring its equipment stored on the City/Library's premises against loss by fire, theft, accident, or otherwise.

The Contractor will not leave any soiled mops or cleaning cloths at the building and will remove and launder same on an as used basis.

16.2 MAINTENANCE OF STORAGE AREAS

.1 The Contractor will be responsible to maintain custodial closets and/or storage areas in a clean, orderly and safe manner at all times. The Contractor shall ensure that basic equipment and cleaning chemicals are always available in these areas for emergency clean-up use by Contractor's

staff during working hours. Contractor shall ensure that equipment; supplies and chemicals are stored in such a manner as to maintain the required access, paths and clearances to and from such items as electrical panels, hot water tanks, telephone racks or other similar items for regulatory requirements. The Contractor must ensure MSDS sheets for all cleaning chemicals are clearly posted.

.2 Continued failures to maintain these areas in a safe and orderly fashion in violation of fire, and safety codes will be considered a failure to perform and will lead to contract termination.

.3 No inflammable substances shall be permitted on or about the premises without the Department Representative's written consent. Cleaning waste and other materials wholly or partially impregnated with any inflammable substance shall be removed from the premises on the completion of each day's cleaning operations.

17. CITY'S REPORTING METHOD

- 17.1 The Department Representative may use a fax form or e-mail to communicate with the Contractor any concerns or problems that need to be resolved.
- 17.2 The Department Representative shall be the first point of contact for the Sites, on all modifications or issues, unless other arrangements are provided and agreed to in writing.

18. BUILDING SECURITY

- 18.1 No one is allowed into the Site premises other than those individuals responsible for performing the Services. Where required by the City, the Contractor will ensure that all contractors, suppliers and service representatives that enter the Sites report to the Department Representative so that the Department Representative will be aware of who is on the Site and the duration of the visit.

18.2 Keys/security system codes

The Contractor will be provided with keys, access cards and security system codes for the purposes of accessing the facility. The Contractor must not label the keys; access cards with the name of the City, or, makes duplicate keys and shall take all care to prevent theft or loss of the keys and access cards. The Contractor shall provide a list of employee names and addresses that are assigned or possess access cards, keys and security system codes. This list shall include the identification numbers of each access card, and key assigned. The Contractor shall provide and maintain a current record of all access cards, keys and provide it to the Department Representative, or, designate within 72 hours of Notice to Proceed. The Contractor shall not reassign any keys, or access cards, without prior approval from the Department Representative, or, designate. All keys and access cards shall be returned upon the termination or cancellation of this Agreement. Failure to return keys and access cards to the Department Representative, or, designate within three (3) working days will incur a fee of \$100.00 per day. Contractor shall contact the Department Representative, or, designate, not later than 10:00 a.m. next day after discovery, of a lost or stolen key, or access card(s). The Contractor will be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or access cards, including re-keying doors, gates or locks.

- 18.3 In the event a master key is lost or duplicated, the City will replace all locks and keys for that system and the Contractor shall pay the total cost of replacement.

- 18.4 The Contractor shall use the keys and security system as properly instructed by the Department Representative, or designate. If additional alarm system training is required, Contractor shall submit a written request to the Department Representative, or designate. Training will be scheduled for a date and time acceptable to Department Representative, or designate.
- 18.5 Charges due to responses to false alarms resulting from the Contractor's action or lack thereof will be deducted from the current monthly invoice or will be credited to a future invoice. This fee will be based on the current response fee charged to the City by the City's security contractor or local law enforcement agency. Continued alarm responses by the security contractor or local law enforcement agency due to Contractor's action or lack thereof will be considered a failure to perform and will lead to contract termination.
- 18.6 The Contractor shall be liable and responsible for any costs incurred in making changes to the security systems due to the contractor's wilful, negligent, or accidental release of security codes to unauthorized persons which results in breach of security or confirmed theft of goods or equipment owned by the City or its employees.
- 18.7 **Building security and access:** The Contractor will be responsible for the security of the building while working inside and for securing the facility upon departure. All exterior doors and ground floor windows shall be kept closed and locked while work is being performed in or about the office and building area. All building exits shall be secured/locked upon arrival of the cleaning crew; no exterior exits shall be left unlocked or blocked open during the shift. Any exterior exit being used to remove supplies, trash or equipment through shall not be blocked open or left unattended. These security procedures shall be strictly followed.
- 18.8 Only the Contractor and its employees are authorized access to the facility. Once a building is locked, the custodians will not open doors to allow a person to enter. Only people with the appropriate access key, card, security code and proper authorization shall be allowed in the building after hours. Interior door security shall be maintained in the individual areas within the building during the work shift. Doors to unattended rooms shall be closed and secured during the shift except while being serviced. Any problems or questions dealing with individuals requesting access without an entrance key, card or proper authorization or unauthorized people, theft or vandalism will be immediately reported by phone to the Department Representative, or designate.
- 18.9 **BREACH OF SECURITY SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THE CONTRACT.**
- (a) The Contractor shall be allowed only in the areas specified in this Agreement. Some areas may be considered off limits to the Contractor. Contractor shall be notified of any such areas.
- (b) The Contractor's employees shall leave the premises promptly upon completion of their work. Loitering more than 30 minutes prior to the beginning of the scheduled work shift or more than 30 minutes after the scheduled work shift shall not be permitted.
- 18.10 **Security checks for contractor's employees:** Upon the City's request, the Contractor shall provide to the Department Representative, or designate within thirty (30) days of contract award/renewal, a letter verifying that each employee performing work under this Agreement has satisfactorily passed a criminal background check. All new contract employees shall be required to meet this condition prior to being assigned work. Work shall not be assigned to a new employee prior to receipt of such documentation by the Department Representative, or designate. The Contractor shall maintain and make available a current listing of all employees name and addresses performing work at all times. If at any time it becomes known that an employee of the contractor has

a background in criminal activity that would prohibit working under this Agreement, the City can request the removal of the employee from the facility. The cost for these criminal background checks is the responsibility of the Contractor

- 18.11 **Security of documents and property:** All City property, materials and documents and all personal property of City employees are to be left undisturbed and are not to be handled, removed, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any breach, disclosure of confidential information, or, removal of City and City property by Contractor or Contractor's employees shall be cause for the immediate removal of the employee from performing work. Continued documented violations will be considered a failure to perform and will lead to Agreement termination.

Any liability, including but not limited to attorney fees, arising from any action or suit brought against the City because of Contractor's willful, negligent or accidental release of information, or theft of documents or property shall be borne by the Contractor.

19. HEALTH, SAFETY AND PROTECTION

- 19.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment as well as other potential hazards within the building. The Contractor shall provide its employees with all personal protective equipment and training required by Municipal, Provincial and Federal Regulations when using chemical cleaning products. The Contractor shall provide adequate supervision to ensure its employees are in compliance with this requirement.
- 19.2 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Contract. In performing work under this contract the contractor shall:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and City/Library personnel performing or in any way coming into contact with the performance of this Contract;
 - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
 - (c) Take such additional precautions as the Department Representative may reasonable require for health, safety and environmental protection; and,
 - (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative shall be grounds for termination of this contract in accordance with the Default Clause of this Contract.
- 19.3 **Damage Reports:** In all instances where City/Library's property or equipment is damaged, the Contractor shall submit to the Department Representative a full report of the incident and extent of the damage – verbally within one hour, and in writing within 24 hours of the occurrence.

- 19.4 **Accident Reports:** The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative within one hour of occurrence and a written follow-up report to the Department Representative within 24 hours of the occurrence.
- 19.5 **Chemical Spills:** The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- 19.6 **Hazard Communications:** The Contractor must maintain two, updated Material Safety Data Sheet (MSDS) binders, one placed in the office of the Department Representative and the second in the Contractor's storage room for all products used in the performance of the Services. Products which contain hazardous chemicals, must be labeled, tagged or marked with the following information:
- Identity of the hazardous chemical(s);
 - Appropriate hazard warning; and
 - Name and address of the chemical manufacturer, importer or other responsible party.

It is the responsibility of the Contractor to ensure that this information is kept current.

- 19.7 **Personal Protective Equipment (PPE):** The Contractor is responsible for conducting job assessments to determine the appropriate PPE necessary for the work being conducted and is responsible for its provision. Contractors must also be able to demonstrate that the employees have been trained in and conducted proper inspection, maintenance, and safe use of that equipment.

20. FIRE PRECAUTIONS

- 20.1 No inflammable substances shall be permitted on or about the Sites without the Department Representative's written consent. Cleaning waste and other materials wholly or partially impregnated with any inflammable substance shall be removed from the Sites on the completion of each day's cleaning operations.

21. LOST AND FOUND ARTICLES

- 21.1 Lost and found articles from each day are to be turned over to the Department Representative by next business day.

22. DRUG AND ALCOHOL POLICY

- 22.1 The Contractor will develop in a form satisfactory to the Department Representative a Drug and Alcohol Policy for its personnel.

23. WASTE MANAGEMENT

- 23.1 The Contractor shall use the waste disposal unit located at the rear of each Site (if available) for disposal of debris, trash and unsuitable recyclable materials collected under this Contract. The Contractor will be responsible to sort their own materials and put into the appropriate waste container(s). Failure to do so may result in additional charges to have it done by others for which costs shall be assessed back to the Contractor. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions which the Contractor performs.

- 23.2 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.
- 23.3 The Contractor shall be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the *Waste Management Act*, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.
- 23.4 The Contractor shall be responsible for transporting trash, compost and recycling from the building receptacles to the designated trash, compost and recyclable dumpsters, ensuring that exterior dumpster storage is kept locked and secured. The Contractor shall transport all materials in such a way that no residue is left along the path from leaking bags. The City shall work with the Contractor to provide training for all trash, compost and recyclable dumpster locations.
- 23.5 The Contractor shall abide by all the City/Library's policies regarding its compost and recycling program. The program may change from time to time throughout the life of the Agreement because of best practices, the City and/or government policy changes, and amendments to the law. Currently, the City/Library recycles paper, cans, plastics and corrugated cardboard.
- 23.6 Recycling containers are strategically located throughout the building to facilitate the recycling effort. Additional containers for paper are located at desk-side workstations. All public space containers shall be collected on a daily basis.

24. SPECIAL EVENTS OR EMERGENCY CALLOUTS

- 24.1 **Special Event:** The Contractor shall also provide cleaning personnel for special events. The Library shall make all reasonable attempts of notification of any non-scheduled work assignment(s) to the Contractor at least forty-eight (48) hours before the start of such special event. Special events and the number of cleaning staff required for service at each site will be determined and scheduled by the Library. The Contractor shall ensure that the rooms/areas are completely cleaned for the function. Cleaning costs associated with special functions shall be considered as Extra Work to the Contract and is to be invoiced separately. Cleaning required to maintain conference rooms, meeting rooms, lecture rooms, etc. be used under normal designated use will not be considered as Extra Work.
- 24.2 **Emergency Callouts:** The Contractor shall maintain a 365/24/7 emergency service for the duration of the Contract. The Contractor shall provide emergency cleaning personnel on an "as required" basis at any of the buildings listed in this RFP. This service may be requested at any time day or night, weekends and statutory holidays. Normally, the services of one cleaner is required to handle emergency callouts, but two or more personnel shall be made available to respond in the shortest time possible, but no more than two (2) hours of receiving the call.

25. DAMAGES TO FINISHES AND APPURTENANCES

- 25.1 **Damage Reports:** In all instances where City/Library property or equipment is damaged, the Contractor shall submit to the City a full report of the incident and extent of the damage – verbally within one hour, and in writing within 24 hours of the occurrence.

25.2 Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the City. Misuse or abuse of City/Library property will be reason for action under the terms of the Contract. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trash cans, etc.

25.3 If property damage resulting from the Contractor's negligence has to be repaired and/or replaced by the City/Library, the expense for such work shall be deducted from the monies due the Contractor. The City reserves the right to pursue claims for damages through any and/or all-legal means available to the City.

26. BREAKAGE POLICY

26.1 Accidents occur in the normal course of work and the Contractor will be required to repair, replace or pay for breakage. When an item is broken you are required to leave a note reporting the breakage on the desk of the proper party. Also, the employee will be required to report any breakage to the Contractor's Supervisor and the City.

The Contractor shall agree and understand that the City shall have the right to approve/disapprove the use of any cleaning supplies and materials used in the performance of the Services.

27. RESTRICTED ACCESS ROOMS REQUIREMENTS

27.1 Rooms designated as "Restricted Access" are not to be entered unless specifically instructed. When instructed to clean these areas, any article, piece of equipment or receptacle displaying information or materials **are not to be touched**. Garbage and debris identified and generated from "Restricted Access" rooms shall be placed in specified waste collection locations and is to be disposed of in the appropriate manner for such waste.

27.2 Rooms marked with **"NO CLEANING"** signs are not to be entered under any circumstances.

27.3 Any area(s) designated as "Restricted Access" will remain so, unless otherwise changed by the Department Representative. The Contractor's employees will be accompanied by staff when cleaning is required in any of these areas. The Department Representative may deem as it becomes necessary any area(s) restrictive or non-restrictive without notification to the Contractor.

28. STATUTORY HOLIDAYS

28.1 Contract Services will not be required on the following statutory holidays, unless emergency occurs. The Contractor will not be required to work, and will not be paid for these days:

New Year's Day
Family Day
Good Friday
Easter Monday
Queen Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
British Columbia Day

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SCHEDULE A-1 MAPS

Maps may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2017-079 and proceed.

Hostname: <https://mft.surrey.ca>

Login ID: surreybid

Password: Welcome (Click on Login)

Locate Folder: 1220-040-2017-079

SCHEDULE A-2

REGULAR CLEANING TASK SERVICES SCHEDULES - CLOVERDALE LIBRARY

DAILY

AREA	DAILY TASK	Description
Staff & public areas (incl elevators)	Carpets	Vacuum all public and staff main traffic areas, including stairs
		Spot clean carpet stains
	Flooring	Sweep and wet mop all non-carpet flooring in staff areas and public areas (public entrance vestibule, including under book bin, and kitchen)
		Clean & sanitize stairwell handrails
	Receptacle Bins (Recycling/garbage/compost)	Empty all garbage, recycling and compost bins, replace liners and spot clean exteriors
	Furniture (including chairs, tables and desks)	Wipe down all table tops and countertops in the public areas
		Spot clean all markings on furniture
	Doors	Clean all metal and painted surfaces including handrails
		Clean all glass in door frames and front entrance doors
	Elevator	Clean all surfaces of elevator, including tracks, handles and buttons on wall
		Mop floor. Spot clean as necessary
	Water Fountain	Clean water fountain with germicide detergent
Washrooms	Sinks, counter tops & mirrors	Clean and sanitize
(staff & public)	Toilets & urinals	Clean and sanitize
	Receptacle bins	Empty, replace liner and spot clean exterior
	Floor	Sweep and damp mop
	Walls, dividers & doors	Clean and sanitize all door handles and plates
		Spot clean any markings or stains on walls, dividers or doors, including graffiti
	Dispensers & supplies	Refill supplies (soap, toilet paper and toilet paper), and batteries (as needed)
		Wipe and sanitize dispensers
	Plumbing	Minor plumbing if plugged
		Leave note if any plumbing problem persists
Kitchens (meeting room upstairs, staff kitchen downstairs)	Kitchen cabinetry	Clean countertops, sinks and surrounding walls
	Receptacle bins	Empty all garbage, recycling and compost bins, replace liners and spot clean exteriors
	Floor	Sweep and damp mop
	Furniture	Wipe and clean all table tops
		Wipe and spot clean all chairs and sofas
Storage rooms (including Janitorial closet)	Floor	Sweep and make sure floors/pathways are clear of supplies and materials
	Sink, walls, shelves	Keep clean and organized
	General	WHIMS/MASDA binder is accessible in Janitorial Closet
		Maintain equipment
		Storage areas must be cleaned and kept tidy at the end of the shift

Note: cleaning includes causes such as bodily fluids (saliva, blood, vomit, urine, feces, etc.)

WEEKLY

AREA	WEEKLY TASK	Description
Staff & public areas	Doors	Clean & sanitize doors including glass and handles, including grills/vents
	Books	Dust bottom row of books in all collection areas using duster
	Book shelves	Dust all book shelves, including the tops of the shelves and the tops of the books on the shelves
	Bins	Scrub interior and exterior of garbage, recycling, and compost bins (large and small)
	Carpets – non-high traffic	Vacuum under desks and footrests, under furniture and around/behind receptacle and book drop bins
	Walls & ledges	Spot clean all vertical surfaces below 2 meters, eg. Baseboards, sills, partitions and walls
		Dust and clean countertops of all public service desks
	Book drop bins (staff & public area)	Vacuum both book drop bins
Washrooms	Washroom walls (tile & partitions)	Clean and wipe down all doors, partitions and tiled washroom walls
Kitchens	Appliances	Clean exterior of refrigerator and microwave

MONTHLY

AREA	MONTHLY TASK	Description
Staff & public areas	Furniture	Vacuum all soft furniture – backs and seats of chairs and sofas
	Blinds	Dust and damp clean horizontal and vertical blinds
	Light fixtures	Dust light fixtures
Kitchens	Appliances	Inspect behind the fridge and clean if necessary
Windows	Interior glass	Clean partition and interior glass (lower panels to 7' height level) including main public entrance doors and security gates

SCHEDULE A-2
REGULAR CLEANING TASK SERVICES SCHEDULES - FLEETWOOD LIBRARY

DAILY

AREA	DAILY TASK	Description
Staff & public areas (incl elevators)	Carpets	Vacuum all public and staff main traffic areas
		Spot clean carpet stains
	Flooring	Sweep and wet mop public
		Sweep and wet mop all non-carpet flooring in staff areas (kitchens and staff door entrance areas)
	Bins	Empty all garbage, recycling, and compost bins
	(recycling/garbage/compost)	Replace lining bags
		Spot clean exterior of bins
	Furniture	Wipe down all table tops and desks in the public areas
	(chairs, tables and desks)	Spot clean all marking on furniture
	Doors	Clean all metal and painted surfaces including handrails
		Clean all glass in door frames and front entrance doors
	Water Fountain	Clean water fountain with germicide detergent
Washrooms (staff & public)	Sinks, counter tops & mirrors	Clean and sanitize
	Toilets & urinals	Clean and sanitize
	Receptacle bins	Empty, replace liner and spot clean exterior
	Floor	Sweep and damp mop
	Walls, dividers & doors	Clean and sanitize all door handles and plates
		Spot clean any markings or stains on walls, dividers or doors
	Dispensers & supplies	Refill supplies (soap, paper towels and toilet paper)
		Wipe and sanitize dispensers
Kitchens (meeting room, staff)	Kitchen cabinetry	Clean countertops, sinks and surrounding walls
	Receptacle bins	(Empty all garbage, recycling and compost bins
		Empty, replace liners and spot clean exteriors
	Floor	Sweep and damp mop
	Furniture	Wipe and clean all table tops
		Wipe and spot clean all chairs and sofas
Storage rooms (including Janitorial closet)	Floor	Sweep and make sure floors/pathways are clear of supplies and materials
	Sink, walls, shelves	Keep clean and organized
	General	WHIMS/MASDA binder is accessible in Janitorial Closet
		Maintain equipment
		Storage areas must be cleaned and kept tidy at the end of the shift

WEEKLY

AREA	WEEKLY TASK	Description
Staff & public areas	Doors	Clean & sanitize doors including glass and handles
	Books	Dust bottom row of books in all collection areas using duster
	Book shelves	Dust all book shelves, including the tops of the shelves and the tops of the books on the shelves
	Bins	Scrub interior of garbage, recycling, and compost bins (large and small)
	Carpets – non-high traffic	Vacuum under desks and footrests, under furniture and around/behind bins
	Walls & ledges	Spot clean all vertical surfaces below 2 meters, eg. Baseboards, sills and walls Dust and clean countertops of all public service desks
	Book drop bins (staff area)	Vacuum all 3 book drop bins and book drop closet
Washrooms	Washroom walls (tile & partitions)	Clean and wipe down all doors, partitions and tiled washroom walls
Kitchens	Appliances	Clean exterior of refrigerator and microwave

MONTHLY

AREA	MONTHLY TASK	Description
Staff & public areas	Displays	Dust underneath plexiglass book displays
	Furniture	Wet wipe all vinyl furniture and vacuum the creases in all soft furniture.
	Blinds	Dust and damp clean horizontal blinds
	Light fixtures	Dust light fixtures
Kitchens	Appliances	Inspect behind the fridge and clean if necessary
Windows	Interior glass	Clean partition and interior glass (lower panels to 7' height level) including main public entrance doors and security gates.

SCHEDULE A-3 PROJECT CLEANING TASK SERVICES SCHEDULES

1. CLOVERDALE LIBRARY

Standard #	TASK (Refer to Standards)	FREQUENCY (times per year)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
301	Stairways													
	1. Dust walls 2. Dust and Wash walls													
	1. Dust ceilings 2. Dust and Wash ceilings													
	Professional scrub/ water extract carpet													
302	All Resilient and Non-Resilient Floors - Washrooms and All other Floors													
	.1 Washrooms (strp, seal, and finish)	2	X						X					
	.3 All floors (strip, seal and finish)	2	X						X					
303	All Carpet and Matting - All carpet													
	1. Traffic Lanes 2. Mats 3. All Carpet													
	Professional scrub/ water extract carpet													
304	Ceilings/Walls													
	1. Dust walls 2. Wash walls													
	1. Dust ceilings 2. Wash ceilings													
305	Venetian and Vertical Blinds/Curtains.													
	Professionally dry clean, wash tracks													
	Draperies/Tracks Vacuum/dust													
	Professionally dry clean, wash tracks													
306	Vertical Surfaces, High Cleaning to Window Sills.													
	.1 General													
	.2 High Dusting/Cleaning, include light fixtures	2				X					X			
307	Furniture Deep clean vinyl													
	.1 Wash/polish furniture -vinyl chairs	2			X						X			
	.2 Professionally clean upholstery	2			X						X			
	.3 Professionally clean fabric dividers													
308	Light Fixtures and Vents													
	Wash w all, door and ceiling vents													
	Wash Air diffusers													
	Dust Air diffusers													
	Wash light fixtures, lenses													
	Wash Parabolics													
309	Windows and Plexiglas													
	309.1 Wash inside	2			X						X			
	309.2 Wash Outside	2			X						X			
	Wash Partition glass - included with 309.1													
310	Pressure Wash exterior walkways													
Special Requirements:														
	Sweep and wet mop alarmed, emergency stairwells	2			X						X			
ALL PROJECT WORK TO BE CONFIRMED AND SCHEDULED PRIOR TO BEING UNDERTAKEN														

2. FLEETWOOD LIBRARY

Standard #	TASK (Refer to Standards)	FREQUENCY (times per year)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
301	Stairways													
	1. Dust walls 2. Dust and Wash walls													
	1. Dust ceilings 2. Dust and Wash ceilings													
	Professional scrub/ water extract carpet													
302	All Resilient and Non-Resilient Floors - Washrooms and All other Floors													
	.1 Washrooms (strp, seal, and finish)	2	X						X					
	.3 All floors (strip, seal and finish)	2	X						X					
303	All Carpet and Matting - All carpet													
	1. Traffic Lanes 2. Mats 3. All Carpet													
	Professional scrub/ water extract carpet													
304	Ceilings/Walls													
	1. Dust walls 2. Wash walls													
	1. Dust ceilings 2. Wash ceilings													
305	Venetian and Vertical Blinds/Curtains.													
	Professionally dry clean, wash tracks													
	Draperies/Tracks Vacuum/dust													
	Professionally dry clean, wash tracks													
306	Vertical Surfaces, High Cleaning to Window Sills.													
	.1 General													
	.2 High Dusting/Cleaning, include light fixtures	2				X					X			
307	Furniture Deep clean vinyl													
	.1 Wash/polish furniture -vinyl chairs	2			X						X			
	.2 Professionally clean upholstery	2			X						X			
	.3 Professionally clean fabric dividers													
308	Light Fixtures and Vents													
	Wash w all, door and ceiling vents													
	Wash Air diffusers													
	Dust Air diffusers													
	Wash light fixtures, lenses													
	Wash Parabolics													
309	Windows and Plexiglas													
	309.1 Wash inside	2			X						X			
	309.2 Wash Outside	2			X						X			
	Wash Partition glass - included with 309.1													
310	Pressure Wash exterior walkways													

**SCHEDULE A-4
REGULAR CLEANING TASK SERVICES PERFORMANCE STANDARDS**

and

**SCHEDULE A-5
PROJECT CLEANING TASK SERVICES PERFORMANCE STANDARDS**

REFER TO **VOLUME 1** FOR ABOVE NOTED SCHEDULES

Schedules A-4 and A-5 may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2017-079 and proceed.

Hostname: <https://mft.surrey.ca>

Login ID: surreybid

Password: Welcome (Click on Login)

Locate Folder: 1220-040-2017-079

APPENDIX 1 PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states?

Coordination of multiple-employer workplaces

118 (1) *In this section:*

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime contractor" means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: **1220-040-2017-079**

Project Title and Site Location: **Janitorial Services – Cloverdale and Fleetwood Libraries**

Prime Contractor Name: *Name of Contractor*

Prime Contractor Address:

Telephone/Fax Numbers: Phone: Fax:

Name of Person in Charge of Project:

Name of Person Responsible for Coordinating Health & Safety Activities:

Phone:

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance & Technology Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

APPENDIX 2

CONTRACTOR HEALTH & SAFETY EXPECTATIONS RESPONSIBILITY OF CONTRACTOR(S)

The City strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a Contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City Employee that observes a safety infraction by a contractor performing work for the City should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City requirements, but does not relieve the Contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The Contractor will advise the City of any on-site accidents involving the Contractor's employees, or injuries to others caused by the Contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the Department Representative, or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City staff or the public. If an activity requires that a

disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
 - g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.

- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015: <u>August 15, 2014</u>

APPENDIX 3

PROCEDURES FOR DISPOSING HYPODERMIC NEEDLES FOUND IN FACILITY

Janitor

- Ask Security Officer or Librarian to secure area where needle is found.
- Proceed with following steps to collect needle
- Bring sharps container to site. Sharps containers are located as follows:
 - Fleetwood Library: Staff Kitchen wall, North East corner
 - Cloverdale Library: Circulation Workroom, East wall
- Put needle in sharps container using safety measures outlined in training.
- Notify the Designate or Librarian in Charge if the designate is not present. If after hours, leave a phone message for the Designate.

Staff

- When needle is found, secure site and alert the Librarian in Charge. If the Janitor is available, the Janitor will follow steps to dispose of needle.
- If janitor is not available, contact the Librarian in Charge, who will dispose of needle following steps outlined in Section 4.3 of Security Manual.
- Library staff will complete a problem report.

Calling Stericycle for pick-up

- Librarian in Charge is responsible to call Stericycle to arrange pick-up once the box is full or close to full. More frequent pickups can be requested at our discretion.



SCHEDULE B - QUOTATION

RFQ Title: **JANITORIAL AND CUSTODIAL MAINTENANCE SERVICES
CLOVERDALE AND FLEETWOOD LIBRARIES**

RFQ No: 1220-040-2017-079

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Contract and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Contract and RFQ will remain in full force and effect.
3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section**Requested Departure(s) / Alternative(s)**

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City/Library as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s) / Alternative(s)

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-1**Changes and Additions to Specifications:**

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s) / Alternative(s) / Addition(s)

SECTION B-2

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

TABLE A – CONTRACT SERVICES FIXED FEE SCHEDULE

Category	Enter Estimated # of Cleaning Personnel Provided	Enter Estimated Total Monthly Cleaning Service Hours	Enter 1 Hourly Rate (Per Billable Hour)	Enter Price Per Month (C x D)	Enter Estimated Amount Year 1 (Per Month x 12)
A	B	C	D	E	F
1. LABOUR (CLEANING PERSONNEL)					
a) Cloverdale Library			\$	\$	\$
b). Fleetwood Library			\$	\$	\$
TOTAL (LABOUR):					\$
2. MATERIALS (CLEANING SUPPLIES)				Enter Price Per Month	Enter Estimated Amount Year 1 (Per Month x 12)
<i>(Refer to Section 5.3 (a) of Schedule A)</i>					
a). Cloverdale Library				\$	\$
b). Fleetwood Library				\$	\$
TOTAL(MATERIALS):					\$
Sub Total (sum of items 1 & 2 above):					\$
GST (5%):					\$
TOTAL QUOTATION PRICE:					\$

3. OPTIONAL PRICING – MATERIALS (CONSUMABLES):

Contractor Supplied Cleaning Supplies and Consumables <i>(Refer to Section 5.3 (b) of Schedule A)</i>		Enter Price Per Month	Enter Estimated Amount Year 1 (Per Month x 12)
2. MATERIALS (CONSUMABLES)			
a). Cloverdale Library		\$	\$
b). Fleetwood Library		\$	\$
Total:		\$	\$

NOTE: Optional Pricing - Materials (Consumables): The City/Library may, at any time, request from the Contractor to furnish, pay for and maintain an adequate inventory of consumable cleaning supplies as listed in Section 5.3 (b) of Schedule A.

There are no additional fees to be paid to the Contractor other than the hourly rates charged for hours worked in the categories above. The City will only pay for the cleaning hours provided by the Contractor. Should the scope of work change and necessitate a reduction, the amount paid by the City shall be adjusted by the “price per month” Quotation price. Increases in scope and amount to be negotiated as needed.

The pricing sheet at minimum should cover the scope of Services provided, the expected frequency and the monthly rate. In addition, identify any special services that require separate pricing and scheduling and which are beyond the services highlighted in this RFQ. The pricing sheet can be used as a guide when preparing a response.

Standard, agreed upon rates will apply for all hours. No overtime for either regularly scheduled or special event personnel will be paid by the City for cleaning personnel supplied by the Contractor.

¹Hourly Rate (\$) Billing Rate shall include but not limited to:

- (a) is a fixed, all inclusive hourly rate for the supply of the Services;
- (b) includes all vehicle, equipment and fuel costs;
- (c) includes all labour costs including wages, salaries, benefits, dues, holiday and vacation pay, employment insurance, workers' compensation insurance, training and all other charges, costs and expenses;
- (d) shall apply to all seasonal and weather related conditions and whether or not the Services are provided during the normal scheduled hours or outside of normal scheduled hours;
- (e) takes into account Schedule A – Scope of Services; and
- (f) shall be in effect for the duration of the Contract subject to adjustment as provided in the Contract.

TABLE B – PROJECT SERVICES FIXED FEE SCHEDULE
(Refer to Schedule A-3, Project Cleaning Task Services Schedule)

TASK ITEM No.	WORK ITEM	ESTIMATED OCCASIONS	UNIT PRICE	AMOUNT
302	All resilient and non- resilient WASHROOM floors (strip, seal and finish)	2	\$	\$
302	All resilient and non- resilient floors (strip, seal and finish)	2	\$	\$
306	Vertical Surfaces, High Cleaning High dusting/Cleaning, include light fixtures	2	\$	\$
307	Furniture deep cleaning (vinyl chairs)	2	\$	\$
307	Furniture deep cleaning (professionally clean upholstery)	2	\$	\$
309	Windows & Plexiglas - inside	2	\$	\$
309	Windows & Plexiglas - outside	2	\$	\$
Special Arrangement	Sweep and wet mop alarmed, emergency stairwells	2	\$	\$
Sub. Total (excluding taxes):				\$

Extra Work (ON DEMAND)

The following are the maximum all-inclusive hourly rates (on-site) the Contractor may charge for the following personnel for approved demand emergency call outs and special events. The City will request a quotation based on these hourly labour rates. (Use the spaces provided and/or attach additional pages, if necessary):
 No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

TABLE C – EXTRA WORK (On Demand)

Labour Classification	Maximum Hourly Labour Rates by Labour Classification	
	Straight Time/hr (excluding GST)	Overtime Rate/hr (excluding GST)
Please specify:	\$	\$
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$

Payment Terms:

A cash discount of _____ % will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

SECTION B-3

Time Schedule: NOT APPLICABLE TO THIS QUOTATION

9. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SECTION B-4

MANAGEMENT CRITERIA

Key Personnel & Sub-Contractors:

10. Contractors should provide information on the background and experience of all key personnel proposed to provide the Goods and Services. Provide a description of the responsibilities such personnel will have in the performance of the Services and a description of the relevant experience of such personnel, using a format similar to the following: (use the spaces provided and/or attach additional pages, if necessary)

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Training
Provided: _____

11. Contractors should provide the following information on the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description Of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

SECTION B-5

Experience and References:

12. **Experience:** Contractor's should provide information on their relevant experience in order of dates completed in the past five years in delivering Goods and Services similar to those required by the Contract (use the spaces provided and/or attach additional pages, if necessary):

Ref. #1 Project Title: _____
Name of Company : _____
Location of Project: _____
Term of Contract: _____
:
Telephone/Fax Numbers: **Phone:** _____ **Fax:** _____

Ref. #2 Project Title: _____
Name of Company : _____
Location of Project: _____
Term of Contract: _____
:
Telephone/Fax Numbers: **Phone:** _____ **Fax:** _____

Ref. #3 Project Title: _____
Name of Company : _____
Location of Project: _____
Term of Contract: _____
:
Telephone/Fax Numbers: **Phone:** _____ **Fax:** _____

13. **References:** Contractor's should provide information on their relevant references (name and telephone number). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion (use the spaces provided and/or attach additional pages, if necessary):

14. **Equipment and Materials:**

Do you maintain a list of the major equipment your company has available for work at this site, and the method of establishing the competencies to operate this equipment?

☐ Yes ☐ No. Contractor should provide a representative list of major equipment and size.

Do you maintain operating equipment in compliance with the manufacturer's and any local legislative requirements? ☐ Yes ☐ No

Do you maintain the applicable inspection and maintenance certification records for operating equipment? ☐ Yes ☐ No

TECHNICAL CRITERIA

16. Provide a detailed description of monitoring procedures that the Contractor will use to ensure that its cleaning personnel are performing their duties in accordance with the scope of Services. Provide sample report if available.

17. What follow-up steps would the Contractor take with individual personnel who are found not to be performing the required cleaning services?

17. **Training Program:** Describe your company's training program. Describe any refresher or upgrade training that your company provides for its existing employees, including examples of subjects covered, materials, and frequency.

18. **Quality Assurance Program:** Describe your Quality Assurance Program. Provide sample if available.

19. **Health and Safety:** Utilization of Occupational Health and Safety (OH&S) – Contractor should provide evidence of a current program in place, a sample or example OH&S program with general safety program for all workers

Do you have specific Health and Safety Training Program for supervisors? ☐ Yes ☐ No

Have your employees received the required Health and Safety training and retraining?
☐ Yes ☐ No

☐ Corporate OH&S policy attached (please tick to confirm).

20. **Contracts:**

(a) Has your firm or any predecessor firm defaulted on a contract or had work terminated for non-performance within the last five (5) years? ☐ Yes ☐ No If "Yes", Contractor should briefly describe the circumstances/reason(s):

(b) Contractor should identify projects where there were any outstanding deficiencies. List any contractor charge backs for failure to perform services in full or in part:

21. **Customer Service:**

Contractor should briefly describe your company's standards and associated process with respect to response time regarding resolution of service issues.

22. **Sustainability:** Provide information on any initiatives, programs implemented (i.e. alternative fuel vehicles) that the Contractor has made that could be considered environmental, financial/economic, social/ethically sustainable value.

23. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Contract, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 201__.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this _____ day of _____, 201__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)