



REQUEST FOR TENDERS No. 24-013

REGIONAL DISTRICT OF NANAIMO – SOLID WASTE – JANITORIAL TENDER

ISSUED: January 19, 2024

CLOSING DATE AND TIME:

Tenders must be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on February 09, 2019

Submissions and Questions are to be directed to:

Kevin Guizzetti, Superintendent of Solid Waste Operations
Telephone: (250) 722-2044, Ext. 3225
Email: kguizzetti@rdn.bc.ca

Deadline for questions is five (5) business days before the closing date.

Mandatory Site Visits:

Church Road Transfer Station, 860 Church Road, Tuesday, January 30, 2024 at 9:30am

Regional Landfill, 1105 Cedar Road, Tuesday January 30, 2024 at 01:30pm

All persons in attendance must bring their own personal protection equipment (high visibility vest) and attend both site visits.



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, February 09, 2024 as follows:

Submission Method:

By Email: In PDF format with “**24-013 Regional Landfill – Janitorial Services**” as the subject line at this electronic address:

kguizzetti@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions. Submissions received in any other manner will not be accepted.

Tenders **will not** be opened in Public.

ARTICLE 2. Examine Documents

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 3. Addenda

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form excluding taxes. Pricing should include all labour, materials, equipment, licences, permits, overhead, profit and any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.



ARTICLE 5. Federal Sales Taxes

GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

Multiple Revisions

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of Article 9, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Rejection

- .1 The RDN reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
 - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
 - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
 - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced.
 - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly



through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:

- any other contract for works or services; or
- any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

- .3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
 - a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
- .4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.
- .5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 10. Award

Awards shall be made on tenders that will give the greatest value based on equipment, service, and price. The lowest or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Tenderer. Any award is subject to available funding and approval from Senior Management of the Regional District of Nanaimo.

ARTICLE 11. Form of Agreement

The draft form of agreement is included for review. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract and when the RDN issues a purchase order to the successful Proponent.



TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies for janitorial services provided after hours at both the Regional Landfill (1105 Cedar Road) and the Church Road Transfer Station (CRTS) (860 Church Road) in Parksville, B.C.. Both sites will be awarded to a single vendor. The Contract is for a five (5) year term.

Anticipated contract start date is March 01, 2024

The Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment, and any incidentals necessary to carry out:
 - a) The afterhours cleaning of the Regional Landfill Administration Building, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Washrooms and Change Rooms
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month
 - b) The afterhours cleaning of the Regional Landfill Operations Building, 5 days a week (M-F), excluding statutory holiday;
 - i) All floors
 - ii) All Washrooms and Change Rooms;
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month (excluding stairwell windows)
 - c) The afterhours cleaning of the Regional Landfill Scale House, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Work Surfaces
 - iii) All interior windows X1 per month
 - d) The afterhours cleaning of the Church Road Transfer Station Administration Building, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Washrooms and Change Rooms
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month



- e) The afterhours cleaning of the Church Road Transfer Station Scale House, 5 days a week(M-F), excluding statutory holidays;
 - i) All floors
 - ii) All work surfaces
 - iii) The washroom
 - iv) All interior windows X1 per month
- 2) The contractor shall follow RDN Policy B1-17 Green Housekeeping Program while performing the duties of this contract (Attached).
- 3) The Contractor shall commence work after 5:00pm and complete work before 11:30pm
- 4) The Contractor shall follow all WorkSafe BC Regulations in relation to the contracted services.
- 5) The Contractor shall provide the RDN with a Working Alone Procedure.
- 6) The Contractor shall prior to the commencement of the Term, provide the Regional District of Nanaimo with a;
 - a) Certificate of general liability insurance int the amount of \$2,000,000, per occurrence, which shall provide coverage for property damage and third-party personal injury and death and shall name the Regional District of Nanaimo as an additional insured party and shall contain a clause requiring notification of the Regional District of Nanaimo, 30 days in advance, of any cancellation.
 - b) Certificate of third-party Automobile Liability Insurance on owned and unowned company vehicles in an amount not less than \$2,000,000
 - c) Certificate of Employee Dishonesty Insurance/Bond in the amount of \$5,000 per employee.
- 7) The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.
- 8) The Contractor shall employ only qualified and experienced employees in the performance of the Services. Any persons deemed unqualified or unsuitable, in the opinion of the Regional District of Nanaimo may be replaced by the Contractor upon request.
- 9) The Contractor must notify the Contractor Administrator(s) of any changes in Contractor employees in a timely manner.



Hours of Operation

- a) Church Road Transfer Station, 860 Church Road, Parksville, B.C.
7:15 am – 5:00pm Monday to Sunday, except statutory holidays
- b) Regional Landfill, 1105 Cedar Rd, Nanaimo, B.C.
7:15am – 5:00pm Monday to Sunday, except statutory holidays

RDN Statutory Holidays

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day
Labour Day
Truth & Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day



SOLID WASTE – JANITORIAL TENDER No. 23-014
TENDER FORM
Page 1 of 2

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including all Addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately in the Total Tender Price. The RDN intends to award both sites to one vendor.

PRICING

Regional Landfill

Year 1 Total	\$
Year 2 Total	\$
Year 3 Total	\$
Year 4 Total	\$
Year 5 Total	\$
Total	\$

Church Road Transfer Station

Year 1 Total	\$
Year 2 Total	\$
Year 3 Total	\$
Year 4 Total	\$
Year 5 Total	\$
Total	\$



SOLID WASTE – JANITORIAL TENDER No. 23-014
TENDER FORM
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Total Tender Price

Regional Landfill total pricing from Year 1 through Year 5

\$ _____

Church Rd Transfer Station total pricing from Year 1 through Year 5

\$ _____

GST: \$ _____

Grand Total: \$ _____

ACCEPTANCE

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Bid implies acceptance of the existing conditions at all sites.
- .3 We understand that the lowest or any Bid will not necessarily be accepted.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 The RDN does not pay fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

REGIONAL DISTRICT OF NANAIMO

P O L I C Y

SUBJECT:	<i>Green Housekeeping Program</i>	POLICY NO:	A1.31
		CROSS REF.:	
EFFECTIVE DATE:	June 22, 2010	APPROVED BY:	Board
REVISION DATE:		PAGE:	1 of 4

PURPOSE

To reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical contaminants that adversely impact air quality, occupant well-being and the environment in RDN facilities designed and built in accordance with the *Green Building Policy for RDN Facilities*.

POLICY

This Green Housekeeping Policy outlines the standards of practice required of service providers hired by the Regional District of Nanaimo to clean those facilities owned by the organization that achieve LEED certification, or that have goals for green housekeeping established through the Green Building Policy for RDN facilities. To ensure compliance, this Green Housekeeping Policy will form part of the operational and janitorial services contract agreements with the RDN, and at a minimum, must be implemented at LEED certified facilities owned by the RDN.

1. Requirements

I. Cleaning Products:

High quality, non-toxic Ecologo certified cleaning products (or products certified by **7. Approved Alternate Product Certifications**) shall be used in all spaces to ensure a healthy indoor environment for staff and visitors, and safe working environment for janitors.

II. Cleaning Equipment:

- a. Vacuum cleaners shall be certified by the Carpet and Rug Institute Green Label Testing Program and operate at a maximum sound level of 70dBA.
- b. Carpet extraction equipment used for restorative deep cleaning shall be certified by the Carpet and Rug Institute's Seal of Approval Testing Program for deep-cleaning extractors.
- c. Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, are equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.

- III. Paper Products: Only facial tissue, toilet paper, paper towel, and napkins approved by the Natural Resources Defense Council Shopper's Guide <http://www.nrdc.org/land/forests/gtissue.asp> (or products listed in 7. Approved Alternate Certifications) shall be used.
- IV. Training: All janitorial staff shall be given training to review this policy for purchase and appropriate use of approved products (see 4. Approved Products). The janitorial staff will have access to all necessary information including Material Safety Data Sheet (MSDS) and EcoLogo certification for all products.
- V. Administration: The personnel responsible for maintenance and operations of the building will be trained to follow the Green Housekeeping program. The most current version of certification standards shall be used.

2. Facility Management and Operations Responsibility

The Green Housekeeping program applies to the facility management and operations staff.

The contracted provider of facility management services is responsible for safe storage of products and proper use and disposal of all cleaning products.

The contracted provider of facility management services is responsible for collection of product information including MSDS, EcoLogo and Approve Alternate certification.

3. Building components, systems and materials

Areas to be serviced shall be identified and listed by the service provider.

Excluded areas shall be identified and listed by the service provider.

4. Approved Products

An extensive list of available approved cleaning and janitorial products including bathroom, carpet, general purpose, window, disinfectant cleaners etc. can be found on the EcoLogo website: <http://www.ecologo.org>

Choose facial tissue, toilet paper, paper towel, and napkins with recycled content and approved by the Natural Resources Defense Council Shopper's Guide <http://www.nrdc.org/land/forests/gtissue.asp>

See also 7. Approved Alternate Product Certifications below.

5. Responsible Parties

Training for staff on green housekeeping and documentation requirements to be provided by the service provider.

Discussion and promotion of the Green Housekeeping program (maintain up-to-date posted informational material for residences and janitorial staff) is the responsibility of the contracted service provider.

6. More Resources

<http://householdproducts.nlm.nih.gov/>
<http://www.thegreenguide.com/home-garden/cleaning>
<http://www.informinc.org/cleanforhealth.php>

7. Approved Alternate Product Certifications

I. General-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes:

- Green Seal GS-37 standard.

II. Disinfectants, metal polish, floor finishes, strippers or other products:

- Green Seal GS-40, for industrial and institutional floor care products.
- California Code of Regulations maximum allowable VOC levels for the specific product category.

III. Floor cleaners:

- California Code of Regulations maximum VOC content.

IV. Disposable janitorial paper products and trash bags:

- US EPA's Comprehensive Procurement Guidelines.
- U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners.
- Green Seal GS-09, for paper towels and napkins.
- Green Seal GS-01, for tissue paper.
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

V. Operations Plans:

- LEED for Existing Buildings: Operations & Maintenance Reference Guide.
- APPA Leadership in Educational Facilities' (APPA) "Custodial Staffing Guidelines", conduct audit to determine the appearance level of the facility.

VI. Hand soaps standards:

- No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements).
- Green Seal GS-41, for industrial and institutional hand cleaners.

VII. Indoor Integrated Pest Management (IPM) Plan:

Manage indoor pests in a way that protects human health and the surrounding environment and that improves economic returns through the most effective, least-risk option. IPM calls for using least-toxic chemical pesticides, minimum use of chemicals, use only in targeted locations and use only for targeted species. IPM requires routine inspection and monitoring. The plan must include the following elements, integrated with any outdoor IPM plan used for the site as appropriate:

- Integrated methods, site or pest inspections, pest population monitoring, evaluation of the need for pest control and one or more pest control methods, including sanitation, structural repairs, mechanical and living biological controls, other nonchemical methods, and if nontoxic options are unreasonable and have been exhausted, a least-toxic pesticide.
- Specification of the circumstances under which an emergency application of pesticides in a building or on surrounding grounds being maintained by building management can be conducted without complying with the earlier provisions.
- A communications strategy directed to building occupants that addresses universal notification, which requires advance notice of not less than 72 hours before a pesticide under normal conditions and 24 hours after application of a pesticide in emergencies, other than a least-toxic pesticide, is applied in a building or on surrounding grounds that the building management maintains.



REGIONAL DISTRICT OF NANAIMO
GENERAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$2,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$2,000,000.
- c) Certificate of Employee Dishonesty Insurance/Bond in the amount of \$5,000 per employee
- d) Contractor is responsible for any other insurance required to protect their interests.
- e) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public, or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' written notice of such termination.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC unless otherwise agreed.

14. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

15. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the

circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

17. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

18. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract in the service area. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

19. Change Orders

If for any reason it may become desirable during the course of the contract to make changes to the service, the service change order must be in writing and duly executed by both parties prior to coming into effect.

20. Confidentiality and Privacy

20.1 Confidentiality

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, relating to or arising out of the performance of the Services and this Contract (the "**Confidential Information**") and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Contractor's professional advisors;
- (c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
- (d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

20.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) information that the Contractor already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

20.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

20.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended (“**FOIPPA**”), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

20.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

21. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

Signature

Printed Name, Title

For the Contractor:

Signature

Printed Name, Title

SCHEDULE "A"

SCOPE OF WORK

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies for janitorial services provided after hours at both the Regional Landfill (1105 Cedar Road) and the Church Road Transfer Station (CRTS) (860 Church Road) in Parksville, B.C.. Both sites will be awarded to a single vendor. The Contract is for a five (5) year term.

Anticipated contract start date is March 01, 2024.

The Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment, and any incidentals necessary to carry out:
 - a) The afterhours cleaning of the Regional Landfill Administration Building, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Washrooms and Change Rooms
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month
 - b) The afterhours cleaning of the Regional Landfill Operations Building, 5 days a week (M-F), excluding statutory holiday;
 - i) All floors
 - ii) All Washrooms and Change Rooms;
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month (excluding stairwell windows)
 - c) The afterhours cleaning of the Regional Landfill Scale House, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Work Surfaces
 - iii) All interior windows X1 per month
 - d) The afterhours cleaning of the Church Road Transfer Station Administration Building, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All Washrooms and Change Rooms
 - iii) Lunchroom and Meeting Room counters
 - iv) All interior windows X1 per month
 - e) The afterhours cleaning of the Church Road Transfer Station Scale House, 5 days a week (M-F), excluding statutory holidays;
 - i) All floors
 - ii) All work surfaces

- iii) The washroom
 - iv) All interior windows X1 per month
- 2) The contractor shall follow RDN Policy B1-17 Green Housekeeping Program while performing the duties of this contract (Attached).
 - 3) The Contractor shall commence work after 5:00pm and complete work before 11:30pm
 - 4) The Contractor shall follow all WorkSafe BC Regulations in relation to the contracted services.
 - 5) The Contractor shall provide the RDN with a Working Alone Procedure.
 - 6) The Contractor shall prior to the commencement of the Term, provide the Regional District of Nanaimo with a;
 - a) Certificate of general liability insurance in the amount of \$2,000,000, per occurrence, which shall provide coverage for property damage and third-party personal injury and death and shall name the Regional District of Nanaimo as an additional insured party and shall contain a clause requiring notification of the Regional District of Nanaimo, 30 days in advance, of any cancellation.
 - b) Certificate of third-party Automobile Liability Insurance on owned and unowned company vehicles in an amount not less than \$2,000,000
 - c) Certificate of Employee Dishonesty Insurance/Bond in the amount of \$5,000 per employee.
 - 7) The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.
 - 8) The Contractor shall employ only qualified and experienced employees in the performance of the Services. Any persons deemed unqualified or unsuitable, in the opinion of the Regional District of Nanaimo may be replaced by the Contractor upon request.
 - 9) The Contractor must notify the Contractor Administrator(s) of any changes in Contractor employees in a timely manner.

Hours of Operation

- a) Church Road Transfer Station, 860 Church Road, Parksville, B.C.
7:15 am – 5:00pm Monday to Sunday, except statutory holidays
- b) Regional Landfill, 1105 Cedar Rd, Nanaimo, B.C
7:15am – 5:00pm Monday to Sunday, except statutory holidays

RDN Statutory Holidays

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

B.C. Day

Labour Day

Truth & Reconciliation Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

SCHEDULE "B"**CONTRACT PRICING**

The Contract Price shall be the sum in Canadian Dollars of the following:

PRICING

Regional Landfill		Church Road Transfer Station	
Year 1 Total	\$	Year 1 Total	\$
Year 2 Total	\$	Year 2 Total	\$
Year 3 Total	\$	Year 3 Total	\$
Year 4 Total	\$	Year 4 Total	\$
Year 5 Total	\$	Year 5 Total	\$
Total	\$	Total	\$

Total Tender Price

Regional Landfill total pricing from Year 1 through Year 5

\$ _____

Church Rd Transfer Station total pricing from Year 1 through Year 5

\$ _____

GST: \$ _____

Grand Total: \$ _____

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract excluding GST and payments made on account of change orders, as may be required by the Contract Documents.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.