



REQUEST FOR PROPOSALS No. 24-050

Janitorial Services – Administration and Transit Facilities

ISSUED: October 8, 2024

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on October 28, 2024

Regional District of Nanaimo (RDN) Contact for Questions:

Sheldon Racz, Manager, Facilities and Fleet

Telephone: 250-390-6507

Email: sracz@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Mandatory Proponent's Information Meeting:

09:00 a.m. on October 17, 2024, convening in the Board Chambers at 6300 Hammond Bay Road, Nanaimo, B.C.

Proposals will not be opened in public.



1. Instructions to Proponents

1.1 Closing Date/Time/Location

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on October 28, 2024. Submission Method:

By Email: With “24-050 Janitorial Services” as the subject line at this electronic address:

sracz@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.

Submission received in any other manner will not be accepted.

1.2 Amendment to Proposals

Proposals may be amended in writing and sent via email at sracz@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (<https://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 RFP. No amendment of any kind to the RFP 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 amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to sracz@rdn.bc.ca on or before the closing.

1.5 Unsuccessful Vendors

The district will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



2. INTRODUCTION

The Regional District of Nanaimo is requesting proposals from experienced and qualified janitorial service providers for the janitorial services for its Main Administration Office building and the Transit Administration building both located at 6300 Hammond Bay Road, Nanaimo, BC as well as janitorial services for certain off-site premises including Transit exchanges and bus shelters in the City of Nanaimo and other locations within the Regional District.

The contractor can either self-perform all the required tasks or can subcontract portions of the work to be completed by a third-party service provider. The successful proponent will be responsible for managing any sub-contractors, as well as dealing with billing if a third party is used to perform the tasks.

The Regional District of Nanaimo expects to enter a contract on a five (5) year term. Anticipated start date is December 1, 2024, unless otherwise agreed upon between the parties.

3. BACKGROUND

The Main Administration Office building consists of a membrane roofed, wood framed, cedar and stucco faced Administration building, which includes meeting and office space of approximately 24,000 square feet over two floors housing >100 staff. The Transit building of approximately 6,500 square feet (excluding shop area) consists of a flat roofed two-story wood framed combined office premises, and cement block motor vehicle (transit bus) shop housing 40-45 regular office and shop staff but serving a total workforce of approximately 120 persons daily. The Main Administration Office building is approximately 50 years old and has undergone multiple additions and renovations with the newest addition of approximately 6,000 square feet added approximately 15 years ago, with an internal renovation completed in 2024. The administrative area (office premises) of the Transit building is 18 years old.

4. Locations

In addition to the Administration sites on Hammond Bay Road, exterior site cleaning and interior janitorial services are required for the following Transit bus exchanges, shelters, and driver's respite areas:

There is one (1) Transit Driver's respite area that requires interior cleaning/janitorial services and is located at the Downtown Nanaimo Exchange (350-400 sq. ft.) at 166 Front Street across from the Port Place Mall.

Transit exchanges and bus shelters require litter pickup, garbage removal, graffiti removal, and are located as follows:

- 1840 Cedar Road, across from 49th Parallel Grocery (1 shelter)



- Country Club Centre Exchange, Norwell Drive (4 shelters) between 107th Street and Departure Bay Road (1023 Norwell drive)
- Woodgrove Centre Exchange (5 shelters) near Walmart
- Downtown Nanaimo Exchange, 166 Front Street (3 shelters)
- French Creek, Sunrise Drive, and Island Highway (2 shelters)
- Nanaimo North Town Centre, Uplands Drive (2 shelters)
- Northwest Bay Road, Red Gap, Nanoose (2 shelters)
- Wembley Mall, Hwy 19, Parksville (2 shelters)

Contractors are solely responsible for carefully examining all the Documents and all the Sites of the proposed works, judging for, and satisfying himself as to the probable conditions to be encountered and the resources required to complete the work. Should a Contractor find discrepancies in, or omissions from the documents, or should they be in doubt as to their meaning, they should, prior to submitting their proposal, notify the designated RDN contact person in writing. Contractors may not claim, after the submission of a proposal, that there was any misunderstanding with respect to the conditions imposed by the documents or the sites.

5. SCOPE OF SERVICES

The service provider will be expected to provide a full range of janitorial services and all supplies. These services include but are not limited to:

- Cleaning/janitorial services for offices, meeting rooms, washrooms, and lunchrooms
- Floor maintenance for varying surfaces including but not limited to carpet tile, tile, and rubberized flooring.
- Window cleaning
- Blind cleaning
- Fabric cleaning and maintenance
- Reporting of maintenance items identified while onsite.
- Due to limited storage, provide just-in-time (JIT) janitorial supplies that meet or exceed the RDN's Green Housekeeping policy. (Appendix 2)

More specific, but general in nature, descriptions of the requirements for each of the above noted services are outlined in Appendix 1. The firm must demonstrate its ability to deliver very competitive rates for the above noted services. All contracts for services provided by the successful proponent will be administered and paid for by the proponent – the Regional District wishes to be billed on an all-inclusive basis.

The Contractor is responsible for reporting lost keys or access fobs immediately to the RDN and is responsible for paying for replacement keys/fobs, and possible rekeying of the buildings if a master key is lost.



RDN Statutory Holidays

If a statutory holiday or holidays fall on a weekend, they are usually observed the following week.

- 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

6. PROPOSAL SUBMISSION AND EVALUATION

The Regional District is seeking evidence from proponents that they can satisfy the following experience requirements:

- Provide proof that in the last 24 months they currently hold or have held a government or private sector contract of the type and size described in this request for proposal and have satisfactorily completed the contract.
- Have been employed in the type of service being proposed and can provide references as to their satisfactory performance.
- Can adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the contract.

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information. Proponents should submit the following documents in the following order:

- I. Demonstrate your Company has the qualifications, experience, and the available resources to effectively and efficiently manage the portfolio of services required for this assignment. Please provide a copy of your organizational structure proposed for this contract.
- II. Nominated Site Lead's qualifications and experience and their backup. Include Resumes or Curriculum Vitae.
- III. Management:
 - Describe your communication strategy with clients.



- Describe your approach to reporting and invoicing.
- What are expected response times for requests?
- How are after hours requests and urgent requests handled?
- What system is in place for quality assurance and inspections?
- Provide three (3) references for current clients similar in scope and size complete with contact name, telephone, and email addresses. The RDN may contact these references to verify the information provided.

IV. Inspections:

- What types of inspections are performed?
- Who performs the inspections?
- What inspection reports are available?
- When are inspections performed?

V. Equipment:

- Please provide a list the proposed equipment and the age of the equipment that will be used to fulfil the contract.

VI. Quality Accreditations and training:

- Please provide a list of accreditations that your company holds.
- Please provide your company's on boarding and training for:
 - Health and Safety Procedures
 - Specific job functions and duties
 - Product and equipment usage
 - Cleaning methodologies

VII. Equity and Sustainability

- Provide a statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard. Please include outcomes of your firm's internal equity and sustainability programs/ initiatives.

VIII. Please provide firm pricing for **each** of the services listed for the following timeframe. Prices to be broken out between the Administration Building and the Transit Buildings (Transit exchanges/Shelters/Respites and Transit Offices) and are to exclude applicable taxes:

Cleaning/Janitorial Services - Administration Building/Transit Offices/Transit Exchanges, Shelters, and Respites.

Year 1: December 1, 2024 – November 30, 2025

Year 2: December 1, 2025 – November 30, 2026

Year 3: December 1, 2026 – November 30, 2027

Year 4: December 1, 2027 – November 30, 2028



Year 5: December 1, 2028 – November 30, 2029

Break out costing for carpet and fabric maintenance. Administration and Transit Buildings priced separately.

- Cost for one (1) wall to wall carpet cleaning and one (1) high traffic areas
 - Cost per fabric chair for extraction cleaning (Approximately 250 chairs)
-
- Year 1: December 1, 2024 – November 30, 2025
 - Year 2: December 1, 2025 – November 30, 2026
 - Year 3: December 1, 2026 – November 30, 2027
 - Year 4: December 1, 2027 – November 30, 2028
 - Year 5: December 1, 2028 – November 30, 2029

Break out costing for annual interior and exterior window cleaning. Administration and Transit Buildings priced separately.

- Year 1: December 1, 2024 – November 30, 2025
- Year 2: December 1, 2025 – November 30, 2026
- Year 3: December 1, 2026 – November 30, 2027
- Year 4: December 1, 2027 – November 30, 2028
- Year 5: December 1, 2028 – November 30, 2029

Break out costing for annual blind cleaning. Administration and Transit Buildings priced separately.

- Year 1: December 1, 2024 – November 30, 2025
- Year 2: December 1, 2025 – November 30, 2026
- Year 3: December 1, 2026 – November 30, 2027
- Year 4: December 1, 2027 – November 30, 2028
- Year 5: December 1, 2028 – November 30, 2029

Evaluation:

Proposals will be evaluated on the following basis 50% Technical, 50% Financial.

Technical Evaluation 50%

- Nominated portfolio Manager’s qualifications and experience including backup. Key Individuals.
- Demonstrate your Company has the qualifications, experience, and the available resources to effectively and efficiently manage the portfolio of services required for this assignment.
- Nominated Site Lead’s qualifications and experience and their backup. Include Resumes or Curriculum Vitae.



Management:

- Describe your communication strategy with clients.
- Describe your approach to reporting and invoicing.
- What are expected response times for requests?
- How are after hours requests and urgent requests handled?
- Provide three (3) references for current clients similar in scope and size complete with contact name, telephone, and email addresses. The RDN may contact these references to verify the information provided.

Inspections:

- What system is in place for quality assurance and inspections?
- Who performs the inspections?
- What inspection reports are available?
- When are inspections performed?

Equipment:

- Please provide a list the proposed equipment and the age of the equipment that will be used to fulfil the contract.

Quality Accreditations and training:

- Please provide a list of accreditations that your company holds.

Please provide your company's on boarding and training for:

- Health and Safety Procedures
- Specific job functions and duties
- Product and equipment usage
- Cleaning methodologies

Please provide your company's processes for:

- Dealing with controlled products
- Dealing with disease and bloodborne pathogens
- Dealing with Sharps

Equity and Sustainability

- Provide a statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard. Please include outcomes of your firm's internal equity and sustainability programs/ initiatives.



Financial Evaluation 50%

The lowest price proposal based on the prices submitted as requested in Section 6, VIII will receive full marks. (Evaluation based on lowest overall cost for the Administration and Transit Buildings as well as Transit Exchanges/Shelters/Respites). Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee may proceed with an award recommendation or the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement within 30 days of the initial meeting, extended only at the RDN's sole discretion, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the RFP process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

5. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of contract is attached herein. Proponents should carefully review this form of contract. Proponents may (but are not required to) request that RDN consider revising the form of contract. Proponents should submit such requests to the RDN well before the closing date and time. If the RDN agrees to a request received prior to the time, then the RDN will issue an addendum to modify the contract. Failure to do so means acceptance of the agreement as presented.

6. GENERAL CONDITIONS

6.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.



6.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever without compensation.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the submission, request a proponent to correct a minor or inconsequential irregularity with no change in the submission.

6.4 Conflict of Interest

Proponents shall disclose in their proposals any actual or potential conflict of interest and existing business relationships it may have with the RDN, its elected officials, appointed officials, or employees.

6.5 Solicitation of Board Members and RDN Staff

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

6.6 Litigation Clause

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

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the *Local Government Act, Community Charter, or another enactment* within five years of the date of this call for proposals.

In determining whether to reject a proposal under this clause, the RDN will consider whether the litigation is likely to affect the proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the proponent 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 proponent.

6.7 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.



6.8 Ownership of Proposals

All proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

6.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



Appendix 1 – Scope of Services

Cleaning/Janitorial:

Includes cleaning of the Administration Building and specified areas of the Transit Building between the hours of 17:00 and 23:00. Carpet cleaning, windows, and blinds are to be completed on weekends to reduce the impact to staff and the public.

RDN Administration Office Building (Monday to Friday excluding Holidays):

- Hard surfaced floor maintenance
 - Daily mopping, vacuuming
- Carpeted floor maintenance
 - Daily Vacuuming
 - Wall to wall carpet cleaning (Extraction annually)
 - Traffic lanes (Extraction annually)
- Dusting of surfaces including furniture, cabinets, fixtures, and ledges weekly.
- Dusting of walls (once per year), and removal of marks and smudges from walls, doors, glass partitions and other surfaces as required.
- Daily (during business days) hygienic cleaning of washrooms and shower facilities (including refill supplies of paper towels, paper cups, toilet paper, receptacle liners, napkin dispensers and soap) and daily cleaning of the lunchroom.
- Remove garbage, wet waste and recycling and place in bins/totes on Regional District property.
- Dishes from the Board Chambers and Committee Room to be put in the dishwasher, and dishes from the staff room to be put in the dishwasher. Dishes then to be put away once clean.
- Exterior/interior washing of windows is to be completed annually.

Transit Building:

As above except only in these specific areas:

- First and second floors of administration/office areas including all washrooms and shower facilities (including refill supplies of paper towels, paper cups, toilet paper, receptacle liners and soap).
- Cleaning of kitchen/break areas and sink in the shop.
- Cleaning of lost and found room every two weeks and the secure room weekly.

Transit Bus Exchanges/Shelters/Respite Areas:

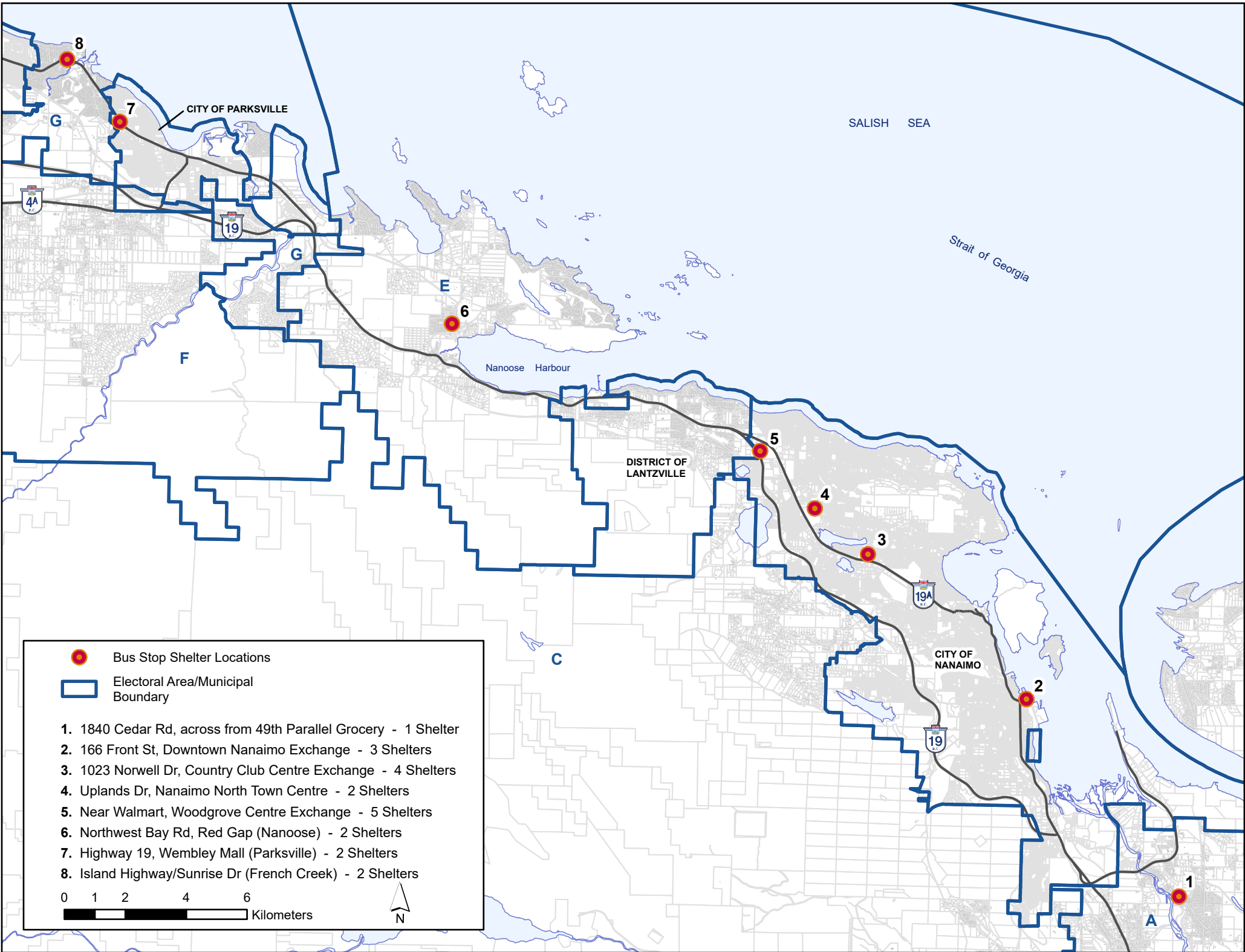
Generally clean bus exchanges and respites, including sidewalk, curb area and roadway in front of exchanges 4 times per week by sweeping/removing debris, removing garbage and litter, and cleaning hard surfaces, benches, and glass on bus shelters. Hose areas with water once per week and pressure washing of exchanges and shelters on a monthly basis. Daily hygienic cleaning of washrooms and break area;



remove garbage, wet waste, and recycling; refill supplies including paper towels, toilet paper, receptacle liners and soap; and project cleaning once per year, including light fixtures, diffusers, and door grills.

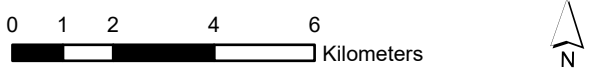
Cleaning Inspections: minimum of one formal inspection quarterly of all locations with the manager or designate.

The Regional District has a Green Housekeeping Policy (attached as Appendix 2) which outlines the standards of practice required of service providers hired by the Regional District to clean facilities. The Policy sets out practices 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 Regional District facilities. Proponents will be required to verify and ensure that cleaning products and equipment used are in compliance with the Policy.



- Bus Stop Shelter Locations
- Electoral Area/Municipal Boundary

1. 1840 Cedar Rd, across from 49th Parallel Grocery - 1 Shelter
2. 166 Front St, Downtown Nanaimo Exchange - 3 Shelters
3. 1023 Norwell Dr, Country Club Centre Exchange - 4 Shelters
4. Uplands Dr, Nanaimo North Town Centre - 2 Shelters
5. Near Walmart, Woodgrove Centre Exchange - 5 Shelters
6. Northwest Bay Rd, Red Gap (Nanoose) - 2 Shelters
7. Highway 19, Wembley Mall (Parksville) - 2 Shelters
8. Island Highway/Sunrise Dr (French Creek) - 2 Shelters



REGIONAL DISTRICT OF NANAIMO

POLICY

SUBJECT:	<i>Green Housekeeping Program</i>	POLICY NO:	B1.17
		CROSS REF.:	
EFFECTIVE DATE:	June 22, 2010	APPROVED BY:	CAO
REVISION DATE:	June 27, 2017	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
CONTRACTOR 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 in effect at the time, 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 \$5,000,000 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 \$5,000,000.
- c) Fidelity Bond (Employee Dishonesty) that protects the Named Insured against all claims for loss of money, securities, or other property that the Named Insured or third parties may suffer as a direct result of the fraudulent or dishonest acts of the Named Insured, its employees, or agents.
- 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 by providing sixty (60) calendar days' written notice to the other party.

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. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

18. CSA Seal or Provincial Certificate Approval

All electrical equipment, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2021) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

19. 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.

20. Deficiencies

a) Any noted deficiencies shall be rectified at the contractor’s expense.

b) The REGIONAL DISTRICT is hereby authorized to correct any noted deficiencies if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence said deficiency; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, deficiency repairs may be made without notice being sent to the Contractor, and all expenses in connection therewith shall be charged to the Contractor.

21. 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. 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.

22. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

23. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

24. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

25. Change Orders

If for any reason it may become desirable to add to or to omit portions of the work, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

26. CONFIDENTIALITY AND PRIVACY

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

27. Competency and Qualifications

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

28. Lost Keys/Fobs

The Contractor is responsible for reporting lost keys or access fobs immediately to the RDN, and is responsible for paying for replacement keys/fobs, and possible rekeying of the buildings if a master key is lost.

SAMPLE

SIGNATURES

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

For the Regional District of Nanaimo:

Signature

Printed Name

For the Contractor:

Signature

Printed Name

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” in order of precedence, consist of the following documents which copies are attached to this Agreement:

- (1) The duly executed Agreement.
- (2) The Addenda, the more recent taking precedence over earlier Addenda
- (3) Letters of Clarification, if any.
- (4) The Proposal Response dated [dd/mm/yy]
- (6) The original Request for Proposals
- (7) Other relevant documents such as Insurance Certificates, WorkSafe BC Letter of Clearance and any required worker certifications.

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 PRICE

The Contract Pricing shall be the sum in Canadian Dollars, excluding taxes of the following:

- (a) Combined annual pricing for Administration Building, Transit Building and Transit Exchanges/Shelters/Respites:

Year 1: December 1, 2024 – November 30, 2025	\$ _____
Year 2: December 1, 2025 – November 30, 2026	\$ _____
Year 3: December 1, 2026 – November 30, 2027	\$ _____
Year 4: December 1, 2027 – November 30, 2028	\$ _____
Year 5: December 1, 2028 – November 30, 2029	\$ _____

- (b) Payments made on account of change orders, as may be required by the Contract Documents.

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 applicable taxes.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT monthly 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.

SAMPLE