



## **REQUEST FOR TENDERS**

### **SOLID WASTE JANITORIAL TENDER NO. 19-067**

**ISSUED: September 30, 2019**

#### **CLOSING DATE AND TIME:**

Tenders must be received at the Closing Location prior to:  
**3:00 PM (15:00 hrs) Pacific Time on October 18, 2019**

#### **Regional District of Nanaimo (RDN) Contact for Questions:**

Ben Routledge, Superintendent Scale and Transfer Service

Telephone: (250) 722-2044, Ext. 3225

Email: [broutledge@rdn.bc.ca](mailto:broutledge@rdn.bc.ca)

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

#### **Mandatory Site Visits:**

Church Road Transfer Station, 860 Church Road, Tuesday, October 8, 2019 at 9:30am

Regional Landfill, 1105 Cedar Road, Wednesday October 9, 2019 at 9:30am

All persons in attendance must bring their own personal protection equipment (high visibility vest). A separate sign in sheet will be provided for both sites.



## **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, October 18, 2019 as follows:

By hand/courier delivery only: One (1) copy of the Tender Form enclosed and sealed in an envelope clearly marked: "Regional District of Nanaimo – Solid Waste – Janitorial Tender" delivered to the:

Regional District of Nanaimo  
Main Reception – 2nd Floor  
6300 Hammond Bay Road  
Nanaimo, B.C., V9T 6N2  
Attn: Ben Routledge, Solid Waste

Tenders **will not** be opened in Public. Tenders received by email or facsimile will not be accepted.

### **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](http://www.rdn.bc.ca)) and BC Bid websites ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)). 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 any and 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 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 quality, 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 Award to the successful Tenderer. Any award is subject to available funding and approval from the Board of the Regional District of Nanaimo.

#### **ARTICLE 11. Form of Agreement**

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 making revisions to the form of Contract, including the scope of Services. 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 RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.



## 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.

The Contract is for a two (2) year term with the option for one (1) two-year renewal based upon mutual written agreement between the parties.

Anticipated contract start date is December 1, 2019

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 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 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 CRTS 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 successful Contractor shall follow RDN Policy B1-17 Green Housekeeping Program while performing the duties of this contract (Attached).
- 3) The successful Contractor shall commence work after 5:00pm and complete work before 11:30pm
- 4) The successful Contractor shall follow all WorkSafe BC Regulations in relation to the contracted services
- 5) The successful Contractor shall provide the RDN with a Working Alone Procedure
- 6) The successful 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.
  - 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.
  - d) All Certificates shall contain a clause requiring notification of the Regional District of Nanaimo, 30 days in advance, of any cancellation
- 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 any and 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 shall 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
  
- b) Regional Landfill, 1105 Cedar Rd, Nanaimo, B.C  
7:15am – 5:00pm Monday to Sunday



**TENDER FORM No. 19-067**  
**REGIONAL DISTRICT OF NANAIMO – SOLID WASTE – JANITORIAL TENDER (2019)**  
**Page 1 of 2**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including any 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.

## PRICING

<b>Year 1 Total</b>	\$
<b>Year 2 Total</b>	\$

**Pricing is for both sites.**





**TENDER FORM No. 19-067**  
**REGIONAL DISTRICT OF NANAIMO – SOLID WASTE – JANITORIAL TENDER (2019)**  
**Page 2 of 2**

**Total Tender Price**

**Year 1 and Year 2**     \$ \_\_\_\_\_

**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

## POLICY

SUBJECT:	<i>Green Housekeeping Program</i>	POLICY NO:	B1.17
		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**  
**CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT made the <day> day of <month>, <year>.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

<Vendor name>  
<Street address>  
<City, Province>  
<Postal code>

(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 "Services") 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 <mm/dd/yy> and ending on <mm/dd/yy>, unless sooner terminated as hereinafter provided.

**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 at all times 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 any and 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**

Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability 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 in the event that the insurance policy is cancelled.

Third Party Automobile Liability Insurance on owned and non-owned company vehicles in an amount not less than \$2,000,000.

Employee Dishonesty Insurance Bond in the amount of \$5,000 per employee.

The Contractor is responsible for all insurance costs including paying any deductibles.

**8. WCB Coverage**

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 any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

Proprietors and partners in a partnership who operate an independent business without WorkSafe BC outlined above must be registered with WorkSafe BC and have Personal Optional Protection coverage.

**9. Termination**

Notwithstanding any other provision of this Agreement:

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



If either such option is exercised by the Regional District, 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.

**10. Conduct of the Contract**

The Regional District designates as its Contract Administrator:

<Enter contact details>

The Contractor designates as its Contract Administrator:

<Enter contact details>

**11. Force Majeure**

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

**12. Freedom of Information and Privacy Act**

This agreement is subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act and all documents become the property of the Regional District.

**13. General Requirements**

- 13.1 The Contractor shall employ only qualified, experienced employees and sub-contractors in the performance of the Janitorial Services. Any persons deemed unqualified or unsuitable, in the opinion of the RDN, shall be replaced by the Contractor upon request.
- 13.2 The Contractor must notify the RDN Contract Administrator of any changes in Contractor employees in a timely manner. All changes should have prior approval by the Regional District which will not be reasonably withheld.
- 13.3 It is the Contractor's responsibility to:
  - (a) ensure that all its employees and sub-contractors promptly and diligently rectifies any defective Work, whether caused by poor workmanship, use of defective materials, negligence or omission, upon notification by the RDN; and
  - (b) ensure that all its employees and sub-contractors are made fully aware of the correct procedures in cases of emergency, i.e. fire, flood, intrusion, etc. (These procedures can be obtained from the *Contract Administrator* prior to commencement of the Contract).
- 13.4 **Safety and Security Procedures**  
To ensure the health, safety and security of RDN staff and Contractor's employees and sub-contractors, the Contractor will:



- Ensure that all employees are conversant in ENGLISH;
  - Ensure that all employees comply with the WorkSafe BC Health and Safety Regulations;
  - Supply to its employees, written safe work procedures as to the safe and proper use of all cleaning products, equipment and chemicals;
  - Provide to its employees, WHIMIS education and training;
  - Ensure that all cleaning supplies used to clean work surfaces that may later be contacted by other persons (i.e. counter tops, tables, etc.) shall be thoroughly rinsed off before leaving area.
- 13.5 The Contractor will not permit unauthorized access of persons to the Facility. No Contractor employee or sub-contractor shall bring into any Facility any person other than employees of the Contractor or sub-contractor who are scheduled to work at that time.
- 13.6 Equipment
- The Contractor shall supply all equipment necessary to perform the Work to the satisfaction of the *Contract Administrator* or authorized designate. All equipment shall be of a commercial type and must be approved *I* certified by one of the following organizations or deemed acceptable by the Province of British Columbia's Safety Authority {CSA, ULC, cUL, etc.}. The Contractor shall ensure employees use commercial equipment and accessories that are appropriate for the specific tasks being performed. Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardized the Contractors ability to provide the Janitorial Services agreed to.
  - The RDN will not be responsible in any way for the Contractor's equipment that may be damaged or lost by fire theft or accident. Equipment shall only be kept in the designated storage room/Janitor closet. The Contractor will be responsible for adequately insuring its equipment stored on the RDN's premises against loss by fire, theft, accident or otherwise.

#### Janitorial Supplies and Cleaning Products

- The Contractor will supply at its own cost Scent free Green Seal, Ecologo or equivalent approved cleaning products, etc., necessary to carry out the cleaning and sanitary requirements for this Contract as per RDN Policy B1-17 Green Housekeeping Program
- The cost of all janitorial products are included in the monthly fee, which include but not be limited to Green Seal, Ecologo or equivalent approved toilet tissue (2 ply), paper hand towels, garbage bags, liquid hand soap, and sani-bags. Garbage bags are to be compostable.
- The RDN's will not be responsible in any way for the Contractor's janitorial supplies and cleaning products that may be damaged or lost by fire, theft or accident. Janitorial supplies and cleaning products shall only be kept in the designated storage room *I* janitor closet.
- All janitorial supplies and cleaning products used for performing the Work must be of a type, which will not have a deleterious effect on the buildings, their furnishings and finishes, the environment or persons using the same.

13.7 Damages to Finishes and Appurtenances

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

13.8 Reporting Method's

Contractor's Reporting Method (Day-To-Day Needs):

All communications from the Contractor's employees shall be directed to the *Contract Administrator* or authorized designate by email.

Any item requiring maintenance or repair such as: slow draining sinks or toilets, leaking fixtures or pipes, broken or cracked windows, loose flooring, ceiling tiles, inoperative or broken fixtures, lights, outlets and switches s, etc. shall be reported daily by email to the *Contract Administrator or authorized designate*.

RDN's Reporting Method:

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

13.9 Inspection of Janitorial Services

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



**SIGNATURES**

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

For the Regional District of Nanaimo:

---

Printed Name

---

Signature

For the Contractor:

---

Printed Name

---

Signature



**SCHEDULE "A"**

**SCOPE OF WORK**

The Contractor shall provide the Services as outlined below:

<Enter scope of services here>

The contractor will supply all of the labour, equipment and vehicles necessary to perform the work in a turnkey manner.

**SCHEDULE "B"**

**FEES & EXPENSES**

Payment by the Regional District to the Contractor will be upon receipt of monthly written invoices from the Contractor for completed services on a net 30 days basis. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)

<Fees and expenses (if any) here>