

# DISTRICT OF MACKENZIE



## REQUEST FOR PROPOSAL

### **64 Centennial Drive 2024-2025 Janitorial Services**

Issue Date: March 4<sup>th</sup>, 2024

**Closing Date: 11:59 pm March 18th, 2024**

District of Mackenzie  
1 Mackenzie Blvd., Bag 340  
Mackenzie, BC V0J 2C0  
Attn: Emily Kaehn, Director of Corporate Services

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## Introduction

The District invites qualified and experienced contractors to provide janitorial services for the tenants located in the District-owned facility at 64 Centennial Drive, Mackenzie, BC. Full scope of work and site-specific requirements have been included in the Appendices C and D of this Request for Proposal document.

The District is not necessarily interested in obtaining the lowest price for this product. The quality of the product or service, performance, delivery, maintenance, and other factors will be taken into consideration in the evaluation of this request for Proposal.

The following terms will apply to all Proposals related to this Request for Proposal.

## Definitions

- 1.1. "Contract" means the written agreement resulting from this Request for Proposal, if any, in accordance with this Request for Proposal.
- 1.2. "Proponent" means the person submitting a proposal.
- 1.3. "Proposal" means a submission in response to this request for proposals;
- 1.4. "RFP" means this request for proposals
- 1.5. "the District" means the District of Mackenzie
- 1.6. "must," "shall" or "mandatory" means a requirement that must be met in order for the proposal to receive consideration;
- 1.7. "should" or "desirable" means a requirement having a significant degree of importance to the objective of the request for proposals, but which the District would strongly prefer to be fulfilled, and which the District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal;

## Timeline

The following timeline is an estimate and may be adjusted at the District of Mackenzie's discretion any time during this procurement process.

<b>Distribution of RFP</b>	<b>March 4, 2024</b>
<b>Deadline for questions submitted by email</b>	<b>12:00 pm March 13, 2024</b>
<b>RFP Submission Deadline</b>	<b>March 18, 2024</b>
<b>Target Notification to successful proponent</b>	<b>March 28, 2024</b>

## Proposal Requirements

a. The Proponent shall complete and submit the following documents with the Proposal submission:

- Background information on Proponent including experience, qualifications, and two (2) references.
- Appendix A – Proponent Information and Agreement Form
- Appendix B – Proposal Bid Form
- Completion of Mandatory Site Visit (see below)

b. Prices should be quoted:

- In Canadian dollars;
- Inclusive of PST, where applicable;
- Goods and Services Tax (GST) should be shown as a separate line item.

### Mandatory Site Visit

a. All Proponents must complete a mandatory site visit prior to submission. Proponents who do not complete a site visit prior to submission will have their proposals returned unopened.

b. Please contact the following to arrange a site visit with our tenants:

**RCMP Detachment:**

Contact: Kim Magee, Office Manager, or Kirstie Winnig, Detachment Services Assistant  
Phone: 250-997-3288

**Courthouse/Service BC:**

Contact: Emily Kaehn, Director of Corporate Services  
Email: [ekaehn@districtofmackenzie.ca](mailto:ekaehn@districtofmackenzie.ca)

c. Site Visit Dates

To minimize interruption to tenant operations, we will be hosting the Mandatory Site Visits only on the following dates and times:

March 7<sup>th</sup>  
March 11<sup>th</sup>  
March 13<sup>th</sup>

## Security Clearance

- a. The successful Proponent will be required to provide the RCMP Mackenzie Detachment with details of the work force to be employed in carrying out the janitorial services.
- b. The successful Proponent and all of their employees will be subject to satisfactory security clearance by the RCMP.
- c. The successful Proponent will be required, at any given time, to have a minimum of two employees that have a valid security clearance.
- d. The security clearance process takes approximately six months to complete so the Proponent must be diligent in ensuring that employees complete the paperwork without delay.
- e. The successful Proponent will be required to obtain Courthouse Clearance. This process can take up to 30 days. All employees will be subject to satisfactory Courthouse Clearance by the Province of BC.
- f. The successful Proponent will be required to ensure that alternate personnel who have been security and courthouse cleared are available in the event of holidays or sickness to carry out janitorial services.

## Sub-Contracting

- a. Sub-contracting to any firm or individual is not permitted for this request for proposals.

## Addenda & Questions

- a. Proponents are advised that all subsequent information regarding this RFP, including any addendum, will be distributed on the District's webpage. Notification will not automatically be sent to all Proponents. It is the responsibility of all Proponents to check for addenda, which may be posted at any time up to closing time, prior to submitting their Proposal. All addenda should be acknowledged in a Proponent's Proponent Information and Agreement Form.
- b. To clarify any issues in this RFP, the District of Mackenzie will respond only to questions that are presented through e-mail. Questions should be submitted to **Emily Kaehn, Director of Corporate Services** at [ekaehn@districtofmackenzie.ca](mailto:ekaehn@districtofmackenzie.ca). Telephone questions will not be accepted.
- c. All questions must be received by **March 13, 2024**.

- d. All questions and answers will be consolidated into a single Q&A document which will be posted on the District of Mackenzie website at [www.districtofmackenzie.ca](http://www.districtofmackenzie.ca), with the RFP documents on or before **March 6, 2024**. The Q&A document will be continually updated and reposted once weekly (excluding weekends & holidays) as questions are received. This will be the only distribution method for the Q&A document. A final update, if required, will take place by **4:00 pm March 13, 2024**.
- e. The District reserves the right to seek clarification regarding the Proposal with the Proponent to assist in making evaluations. The Proponent should submit a name and telephone number of a person the District may contact regarding any questions or clarifications relating to the Proponent's submission to the Request for Proposals.

## Submitting Your Proposal

- a. Proposal submissions should be titled "**RFP - Janitorial Services – 64 Centennial Dr.**" in the subject line.
- b. Completed Proposals must be received by courier, mail, hand delivery, or email to:

**Emily Kaehn**  
**Director of Corporate Services**  
**Bag 340, 1 Mackenzie Blvd.**  
**Mackenzie, BC, V0J 2C0**

**Email:** [info@districtofmackenzie.ca](mailto:info@districtofmackenzie.ca)

- c. The deadline for receipt of complete Proposals is **March 18th, 2024**. Late Proposals will not be accepted and will be returned to the Proponent.

## Proponent & District Responsibilities

- a. It is the responsibility of Proponents to ensure compliance with all requirements and deadlines. It is the responsibility of Proponents to ensure delivery of all required response material. Proposals which are not in compliance with the RFP requirements may be rejected.
- b. The District of Mackenzie assumes no responsibility for technological or logistical issues in delivering Proponent responses.
- c. All costs of preparation and presentation associated with a response to this RFP will be the responsibility of the Proponent.
- d. Proponents may be asked to make a presentation before the District if selected as a finalist.
- e. The District reserves the right to enter into a contract with a Proponent for all, part, or none of the service or products that are the subject of this Request for Proposals.

- f. Submission of a Proposal in response to this RFP indicates the Proponent's acceptance of the terms and conditions contained within the RFP.
- g. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

### Alternate Proposals & Changes to Proposal Wording

- a. If an alternate solution is offered, the information should be submitted in the format requested as a separate Proposal.
- b. The Proponent will not change the wording of their Proposal after closing and no words or comments will be added to the Proposal unless requested by The District of Mackenzie for purposes of clarification.

### Conflict of Interest and Disclosure of Business Relationships

Any potential conflict of interest must be disclosed to the District. Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the District deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the District.

- a. All Proponents must make full disclosure of any of the following existing business relationships with any members of the District of Mackenzie Mayor and Council, District employees or immediate relatives of any members of the District's employees:
  - If a private company, details of ownership of shares by any of the above;
  - If a public company, details of ownership of shares, in excess of one percent (1%) to total shares by any of the above;
  - If a partnership, details of any partnership arrangement of any of the above;
  - Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.
- b. Disclosure, if any, shall be made in writing at the time of submitting Proposals.
- c. If the Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to reject the Proposal in its absolute discretion.

### Confidentiality

- a. All Proponents and any other person who through this RFP process gains access to confidential financial information of the District are required to keep strictly confidential all

information which in any way reveals confidential business, financial or investment details, programs, strategies, or plans, learned through this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the District.

- b. The Proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the District of Mackenzie is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the District of Mackenzie cannot guarantee that any Confidential Information provided to the District of Mackenzie can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

### Evaluating Proposals

- a. Proposals will be evaluated by a committee formed from the District's Public Works Department and include members of the District's Finance and Corporate Departments.
- b. Awards will be based on the best value offered, and the best value will be determined by the District in its sole discretion. Evaluation criteria will be:

EVALUATION CRITERIA	WEIGHT
Budget	75%
Proponent experience and expertise as it relates to the required scope of work.	25%

- c. While previous experience with the District is not required and does not in any way confer an advantage, the District's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The District reserves the right to rely upon its records, references, and recollection in this regard. The District may also obtain references other than those provided by the Proponent and may use these references in determining the best value.
- d. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the District will be final.

### Communication with the District of Mackenzie

- a. Only the Director of Corporate Services for the District of Mackenzie (or designate) is the District's representative authorized to communicate and otherwise deal with Proponents and all Proponents should communicate and otherwise deal with that person only. Contact with any other District representative, including Members of Council, officers or employees of the District regarding this RFP or a Proponent's submission may result in that Proposal being



removed from consideration for this RFP. As stated above, all communication should be presented via email to the address stated above.

- b. All Proponents who have submitted a Proposal will be notified of the Board's decision after the final selection has been made. This notice of final selection may be the only communication between the District of Mackenzie and Proponents. Telephone or other inquiries concerning this Proposal after the Proposal deadline are discouraged.

## Rejection & Acceptance of Proposals

### No Obligation to Proceed

The District reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost, or expense incurred or suffered by any Proponent as a result of that cancellation. The receipt by the District of any information (including any submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the District.

### Acceptance and Rejection of Proposals

- a. This Request for Proposal should not be construed as an agreement to purchase goods or services. The District is not bound to accept the lowest priced or any Proposal of those submitted. The District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b. No act of the District, other than a notice in writing signed by the Chief Administrative Officer or the Director of Corporate Services, shall constitute an acceptance of a Proposal. Note that any acceptance may be subject to Council approval.
- c. Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw.
- d. The District's intent is to enter into a Contract with the Proponent who has submitted the best offer. The District reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the District and not necessarily the lowest price, using the criteria specified in this RFP. The District reserves the right in its sole unrestricted discretion to:
  - a. accept any Proposal which the District deems most advantageous to itself;
  - b. reject any and/or all irregularities in a Proposal submitted;

- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
  - d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
  - e. accept a Proposal which is not the lowest Proposal; and
  - f. cancel or reissue the RFP without any changes;
- e. The District reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions, or deletions from the terms of any Proposal received.
- f. If the District chooses to enter into a contract with a Proponent as a result of this RFP, the successful Proponent may be required to enter into a written agreement with the District. Such agreement will be prepared by the Director of Corporate Services and will embody the terms of the Proposal and any subsequent written amendments.

## Limitation of Damages

The Proponent is responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal.

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any.

Proponents acknowledge that the District, in the preparation of the Request for Proposals, supply of oral or written information to Proponents, review of Proposals or the carrying out the District's responsibilities under this Request for Proposals, does not owe a duty of care to the Proponents.

Except as expressly and specifically permitted in this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP, and each Proponent, by submitting a Proposal, waives for itself, its successors and assigns, the right to sue the District for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Request for Proposals, the supply of oral or written information to Proponents, the review of Proposals, or the carrying out the District's responsibilities under this Request for Proposals, with the exception of fraud on the District's part.

## Not A Tender

This Request for Proposal is not a tender call, and neither it nor the submission of any response to this RFP creates a tender process or a "Contract A".

## Modification of Terms

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

## Use of Request for Proposal

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

## Accuracy of Information

The District of Mackenzie makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

While the District has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

APPENDIX A

PROPONENT INFORMATION AND AGREEMENT FORM

(should be completed and returned)

PROPONENT INFORMATION

Legal Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Information: \_\_\_\_\_  
(phone / cell / fax / email)

PROPONENT AGREEMENT

*The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Instructions to Proponents, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.*

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

To acknowledge receipt of each addendum, each addendum number issued should be noted below with a signature of an authorized representative of the organization, as being received.

Addendum No. 1                      Signature \_\_\_\_\_                      Date \_\_\_\_\_

Addendum No. 2                      Signature \_\_\_\_\_                      Date \_\_\_\_\_

Addendum No. 3                      Signature \_\_\_\_\_                      Date \_\_\_\_\_

## APPENDIX B

### Proposal Bid Form

We agree to supply Janitorial Services at 64 Centennial Drive for the RCMP and Courthouse as listed on the "Specifications and Conditions" in Schedule "C" for the sum of:

#### YEAR ONE

**RCMP Facility:**

Monday - Friday \$\_\_\_\_\_/per month

**Courthouse Facility:**

Monday - Friday \$\_\_\_\_\_/per month

**TOTAL** \$\_\_\_\_\_/PER MONTH

A separate rate of \$\_\_\_\_\_/per hour will be charged for services rendered other than that specified in schedules "C", and "D", as specifically requested by the District.

#### YEAR TWO

**RCMP Facility:**

Monday - Friday \$\_\_\_\_\_/per month

**Courthouse Facility:**

Monday - Friday \$\_\_\_\_\_/per month

**TOTAL** \$\_\_\_\_\_/PER MONTH

A separate rate of \$\_\_\_\_\_/per hour will be charged for services rendered other than that specified in schedules "C", and "D", as specifically requested by the District.

#### Service Schedule

Schedule "C" and "D" outline the required scope of services for this request for proposal.

The time for the specified services will be scheduled and completed under arrangement with and to the satisfaction of each tenant at 64 Centennial Drive.

Please note, services within the Service BC/Courthouse side of the building must be cleaned outside regular office hours (before 8:00 am and/or after 4:30 pm Monday – Friday). Additionally, the RCMP Facility must be completed during regular office hours.

CLEANING TASK SCHEDULE

**APPENDIX C**

CLIENT NAME:	ADDRESS: <b>RCMP FACILITY</b> <b>#64 CENTENNIAL DRIVE</b>
DISTRICT OF MACKENZIE	

TASK	FREQUENCY	TASK	FREQUENCY
FOYERS, WAITING AREAS AND ROOMS. OFFICES (OPEN AREA & ENCLOSED) CORRIDORS		<b>STAIRWAYS</b>	
Empty, clean all waste receptacles	D	Clean handrails, ledges, etc.	W
Change and replace liners in receptacles	D	Clean stairs, risers, landings, etc.	W
Empty, clean all ashtrays/urns	D	<b>ALL FLOORS - NON-CARPET</b>	
Damp dust all furniture, frames, file cabinets, bookcase, computers, TV, spot clean fabric, etc.	W	Damp mop floors	D
Clean all windowsills	E2W	Wash and wax all floors	M
Dust artificial plants and clean containers	E2W	<b>BLINDS/DRAPES</b>	
Clean all non-carpet floor surfaces	W	Dust, damp clean venetian and vertical blinds	W
Vacuum/spot clean all carpets and mats	D	Sweep concrete floor and spot clean	M
Damp mop all floors	D	Wash concrete floor	A
Spot clean walls, doors, woodwork, partitions, etc.	D	<b>VERTICAL SURFACES, HIGH CLEANING DOWN TO WINDOWSILLS</b>	
Clean with germicidal agent all surfaces in kitchen area and surrounding wall surfaces	D	Clean all pictures, frames, etc.	E3W
Wash with dishwasher detergent all cups, plates, bowls, silverware, clean coffee pots, spot clean microwave oven/fridge, etc.	D	Clean all exposed pipes, wall louvers, clocks, fire bells, fire extinguishers, cabinets, door frames, etc.	E3W
Clean cupboard fronts in all areas	AR	<b>LIGHT FIXTURES AND VENTS</b>	
Clean all metal kick plates, push bars, etc.	AR	Dust light lenses	W
Clean leather, vinyl and leatherette upholstered furniture in exec. offices and boardrooms	AR	Remove insects	AR
<b>SHOWERS</b>		Dust all wall and ceiling vents, air diffusers	AR
Wipe all surfaces with cleaner disinfectant	D	Replace burnt out lights	N/A
Wash down walls and scrub floors with detergent containing "sequestering agents" to remove scum	AR	<b>WINDOWS, PLEXIGLAS</b>	
<b>STORAGE AREAS, BASEMENT</b>		Spot clean all glass	D
Clean floors	W	Wash windows inside and out	E6M
High dust	W	<b>ALL PUBLIC AND PRIVATE WASHROOMS</b>	
<b>CELLS</b>		Clean with germicidal detergent inside and out, all sinks, showers, tubs, toilet seats, urinals, plumbing and fixtures	D
Wash all sinks and toilets with germicidal solution	W	Replace 4oz deodorant block in urinals	AR
Pour pail of clean water into all floor drains	W	Remove liners, clean with germicidal agent all sanitary and waste receptacles, replace liners	D
Wipe down walls and scrub floors using a cleaner disinfectant/germicidal solution	W	Clean with germicidal detergent and restock all receptacles, dispensers, holders, etc.	D
Vacuum all intake grills and air diffusers	W	Spot clean all partitions, walls, enamel, tile, etc.	D
Dust or vacuum ledges, top of partitions, high areas	W	Wash all partition walls, attachments	D
<b>MISCELLANEOUS</b>		Clean all mirrors, bright work, etc.	D
Clean exposed radiator and convector covers	E6M	Clean, wet mop with germicidal detergent all floor surfaces	D
Dust ledges, tops of partitions, pipes, hanging light fixtures and conduit 1.8m or more above floor	E6M	Wash floors	D
<b>GYM</b>		Wash and wax floors	E6M
Clean walls/mirrors and wipe equipment	W	<b>GARAGES</b>	
Damp mop floors	W	Sweep and scrape floor to remove foreign matter	W
		Wash down garage floor	E6M
		<b>COVID-19 disinfecting - may be additional cleaning</b>	D

**FREQUENCY KEY**

D - Daily (Monday to Friday)  
W - Weekly - Monday  
2W - Twice Weekly  
M - Monthly  
E2M - Every Second Month  
E3M - Every Third Month

3W - Three Times Weekly  
E2W - Every Second Week  
E3W - Every Third Week  
E6M - Every Sixth Month  
A - Annually  
AR - As Required

CLEANING TASK SCHEDULE  
APPENDIX "D"

CLIENT NAME:	ADDRESS: <b>Service BC/Courthouse Facility #64 CENTENNIAL DRIVE</b>
<b>DISTRICT OF MACKENZIE</b>	

TASK	FREQUENCY	TASK	FREQUENCY
<b>FOYERS, WAITING AREAS AND ROOMS. OFFICES, PROBATION OFFICES CORRIDORS, COUNCIL CHAMBERS</b>		<b>ALL FLOORS - NON CARPET</b>	
		Damp mop floors	D
		Wash and Wax all floors	M
Empty, clean all waste receptacles	D		
Change and replace liners in receptables	D	Remove all floor wax and redo	A
Empty, clean all ashtrays/urns	D	<b>VENETIAN BLINDS/VERTICAL BLINDS</b>	M
Damp dust all furniture, frames, file cabinets, bookcase, computers, TV, etc. Spot clean fabric.	D	Dust, Damp clean	E3M
		Remove and wash venetian blinds.	A
		<b>VERTICAL SURFACES, HIGH CLEANING DOWN TO WINDOWSILLS</b>	
Clean all windowsills	W		
		Clean all pictures, frames, etc.	E3M
		Clean all exposed pipes, wall louvers, clocks, fire bells, fire extinguishers, cabinets, door frames, etc.	E3M
Clean all non-carpet floor surfaces	D		
Vacuum/spot clean all carpets and mats	D	<b>LIGHT FIXTURES AND VENTS</b>	W
Damp mop all floors	D	Dust light lenses	W
Spot clean walls, doors, woodwork, partitions, light switches, etc.	3W	Remove insects	AR
		Dust all wall and ceiling vents, air diffusers	E3M
Spot clean partition glass and door glass	E3M	Replace burnt out lights	N/A
Clean with germicidal agent all surfaces in kitchen area and surrounding wall surfaces	NA	Wash all light fixtures	A
		<b>WINDOWS, PLEXIGLASS</b>	
Wash with dishwashing detergent all cups, plates, bowls, silverware, etc and clean coffee pots and spot clean microwave oven	3W	Spot clean all	3W
		Wash windows inside & out	E6M
		<b>ALL PUBLIC &amp; PRIVATE WASHROOMS</b>	
Clean fridge in kitchen area	3W	Clean with germicidal detergent inside and out all sinks, showers, tubs, toilet seats, urinals, plumbing and fixtures	D
Clean cupboard fronts in all areas	AR		
Clean all metal kick plates, push bars, etc.	3W		
<b>STORAGE AREAS, BASEMENTS</b>		Remove liners, clean with germicidal agent all sanitary and waste receptacles, replace liners	D
Clean floors	NA		
High dust	E3M	Clean with germicidal detergent and restock all receptacles, dispensers, holders, etc.	D
<b>JANITOR ROOMS, ETC.</b>			
Clean floors, sinks, walls, shelves, equipment	W	Spot clean all partitions, walls, enamel, tile etc.	D
Clean supply of cloths, mops, etc.	N/A	Wash all partition walls, attachments	D
All chemicals and containers including sprayers labeled in accordance with W.H.M.I.S. regulations, irrespective of where purchased. No banned products.	D	Clean all mirrors, bright work, etc.	D
		Clean, wet mop with germicidal detergent all floor surfaces	D
		Wash and wax all floors	M
M.S.D.S. binder-on site	D		

**FREQUENCY KEY**

D - Daily (Monday to Friday)  
W - Weekly - Monday  
2W - Twice Weekly  
3W - Three Times Weekly  
E2W - Every Second Week

M- Monthly  
E2M - Every Second Month  
E3M - Every Third Month  
E6M - Every Sixth Month  
A - Annually

**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BETWEEN:

**DISTRICT OF MACKENZIE**

Bag 340  
1 Mackenzie Boulevard  
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

**CONTRACTOR**

ADDRESS  
ADDRESS  
ADDRESS

(the "**Contractor**")

OF THE SECOND PART

**WHEREAS:**

- A. The District called for bids for "2024 – 2025 Janitorial Services – 64 Centennial Drive" and the Contractor in reply submitted a proposal. A copy of the call for bids is attached as Schedule "A" to this Agreement, and a copy of the Contractor's bid is attached as Schedule "B" to this Agreement.
- B. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "C" to this Agreement (the "**Services**") to the District on the terms and conditions set out in this Agreement

**NOW THEREFORE** the District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the District to the Contractor agree as follows:



## 1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "C" to this Agreement.

## 2.0 TERM

2.1 The term of this Agreement is for the period commencing **June 1, 2024** and terminating on **December 31, 2025** (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

- (a) Janitorial Services provided for the RCMP Facility as set out in Schedule "C" of the Request for Proposal inclusive will not commence until the contractor acquires security clearance, after which services shall commence immediately.

2.2 If mutually agreed upon, the term of this Agreement may be extended up to one year to December 31, 2026.

## 3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "C" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, and certain equipment and materials as outlined in Schedule "C", and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "D" to this Agreement;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage upon request by the District;
- (h) not subcontract any of its obligations under this Agreement without the District's

prior written consent, except as described in the Contractor's Proposal attached as Schedule "B" to this Agreement;

- (i) not commit or purport to commit the District to the payment of any money to any person, firm or corporation, without the District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the District under this Agreement.

#### **4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

4.1 The Contractor represents and warrants to the District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

#### **5.0 FEES AND EXPENSES**

5.1 In consideration for the provision of the Services, the District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "C" to this Agreement, plus any Goods and Services Tax applicable.

5.2 The District shall pay the disbursements listed in Schedule "C" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "C".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

#### **6.0 INDEMNIFICATION**

6.1 The Contractor shall release, indemnify, and keep indemnified the District, its elected officials, officers, employees, agents, and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents, or contractors, in the performance of the Services.

## **7.0 TERMINATION**

7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the District may terminate this Agreement by written notice to the Contractor.

7.2 The District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.

7.3 In the event that this Agreement is terminated, the District shall pay the Contractor for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the District for damages or costs incurred by the District or any of its elected officials, officers or employees or any person on behalf of the District arising from the Contractor's default.

## **8.0 SECURITY CLEARANCE**

8.3 Upon being awarded the contract the Contractor will immediately provide the RCMP Mackenzie Detachment with details of the work force to be employed in carrying out the janitorial services. The contractor and all of their employees will be subject to satisfactory security clearance by the RCMP. The contractor will at any given time have a minimum of two employees that have a valid security clearance. The security clearance process takes approximately three to six months to complete so the Contractor must be diligent in ensuring that employees complete the paperwork without delay. Failure to maintain two security cleared employees is grounds for termination of the contract. The contractor and employees must be cleared prior to ratification of this contract.

8.4 Upon being awarded the contract the Contractor will immediately provide the Province of BC with details of the work force to be employed in carrying out the janitorial services and complete Courthouse Clearance. This can be requested from [pobcsecurityclearance@cbre.com](mailto:pobcsecurityclearance@cbre.com).

8.5 That the Contractor will ensure that alternate personnel who have been security cleared are available in the event of holidays or sickness to carry out janitorial services by the Contractors Staff.

8.6 The quality standards will be strictly adhered to; services shall be performed for and to the satisfaction of the N.C.O. i/c Mackenzie RCMP Detachment and Service BC/Courthouse facility.

8.7 The time and day of the week for the specified services shall be scheduled and completed under arrangement with and to the satisfaction of the N.C.O. i/c Mackenzie RCMP Detachment and Service BC/Courthouse facility.

## **9.0 CONFIDENTIALITY**

9.1 The Contractor shall not disclose any information, data or confidential information of the District or its facility's tenants, to any person, other than representatives of the District duly designated for that purpose in writing by the District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data, or confidential information it may acquire as a result of its engagement under this Agreement.

## **10.0 NOTICE**

10.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered by hand to the respective addresses in subclause 9.1(c), at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the District:

if to the Contractor:

## **11.0 TIME**

11.1 Time is of the essence of this Agreement.

## **12.0 BINDING EFFECT**

12.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **13.0 SURVIVAL OF CERTAIN COVENANTS**

13.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

## **14.0 RELATIONSHIP**

14.1 The legal relationship between the Contractor and the District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the District to be that of employee and employer.

## **15.0 NO ASSIGNMENT**

15.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

## **16.0 WAIVER**

16.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **17.0 ENTIRE AGREEMENT**

17.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

## **18.0 INVALIDITY**

18.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

## **19.0 CONFLICT**

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

## **20.0 AMENDMENT**

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

## **21.0 LAW APPLICABLE**

21.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## **22.0 HEADINGS**

22.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

## **23.0 INTERPRETATION**

23.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

## **24.0 COUNTERPART**

24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

→→→→ Signatures on Next Page



**SCHEDULE "A"**

**Request for Proposal (RFP)**



**SCHEDULE B**

**Proponent's Bid**

SAMPLE

## SCHEDULE C

### C.1 SERVICES

- The Contractor hereby covenants:
  - a) To carry out the janitorial services for the RCMP/Courthouse Building as outlined in Schedules "C" through "D" of the Request for Proposal inclusive, which are attached hereto and form part of this agreement.
  - b) That the janitorial services outlined in Schedules "C" through "D" of the proponent's bid package will be carried out during open office hours, Monday through Friday, at the RCMP Facility and outside open office hours, Monday through Friday, at the Courthouse Building.
  - c) To ensure that janitorial service as outlined in this agreement are carried out by alternate personnel in the event of holidays or sickness by the Contractor or the Contractor's staff.

### C.2 FEES

- The District hereby covenants:
  - a) To pay the Contractor the sum of \$\_\_\_\_\_ plus applicable taxes per month for one-year with an optional one-year extension at the same monthly rate.
  - b) To provide the necessary supplies and equipment to perform the janitorial services as specified in Schedules "C" through "D" of the Request for Proposal.
  - c) To pay the contractor the sum of \$\_\_\_\_\_ plus applicable taxes per hour for service rendered other than that specified in Schedules "C" and "D" of the Request for Proposal attached as specifically requested by the District for year 1 and the sum of \$\_\_\_\_\_ plus applicable taxes per hour for year 2.

## **SCHEDULE "D"**

### **INSURANCE**

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

(a)	Commercial General Liability and Property Damage	\$5,000,000.00
(b)	Automobile Insurance (owned and non-owned)	\$2,000,000.00

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor and professional liability insurance) the District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

2. The Contractor shall provide to the District at the commencement of the Term, and at any time during the Term upon request by the District, a certificate, or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this Schedule "D" shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.