



4661P - Specialized Building Maintenance and Cleaning Services

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of qualified Specialized Building Maintenance and Cleaning Service Contractor/s to provide services to its civic buildings on an “as and when required basis.”
- 1.2 Proponents are invited to response to any and all of the Services indicated in this Request for Proposal (“RFP”). Partial responses will be considered.
- 1.3 The objective of this RFP is to provide the City with qualified Proponents capable of carrying out the work herein defined.
- 1.4 The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection;
- 1.5 Any contract resulting from this RFP process with any or all Proponents is not exclusive. The successful Bidder(s) does not have the exclusive right to provide any of the services contained herein to the City of Richmond. The City reserves the right to award to multiple contractors, establish a priority call-out list, assign portions of its requirements to other qualified firms either through a competition or select process, or conduct the work in-house.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “BSW” means Building Services Worker. BSW’s provide general janitorial duties including garbage pick-up, washroom cleaning and servicing, vacuuming, dusting, interior window cleaning keyboard cleaning and wiping down of hard surfaces.
 - b) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - c) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
 - d) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this Request For Proposal;
 - e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
 - f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced;
 - g) “Contractor” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which is awarded a Contract under this RFP and who enters into a written Agreement with the City to perform and to oversee the Work;
 - h) “HRMIS” – means Human Resource Management Information Systems Number.

- i) “Heritage Building/s” means a structure, building, group of buildings that has been formally recognized and/or designated for its heritage value and therefore requiring preservation and conservation (e.g. Minoru Chapel);
- j) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- k) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- l) “Monument” means a statue, building, or other structure erected to commemorate a notable person or event (e.g. Richmond Cenotaph)
- m) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- n) “Proponent” means an individual partnership, corporation or combination thereof, including joint ventures or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- o) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- p) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- q) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- r) “RCMP Reliability Status” or “RRS” means having unescorted privileges in an RCMP building’.
- s) “Services” means the same as “Work”;
- t) “Successful Proponent” means the same as “Contractor”;
- u) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract and
- v) “Work Site(s)” means and includes all locations where the Work or Works shall take place under the Contract.

3. Submission Details

- 3.1 Two (2) hard copies, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**Contract 4661P – Specialized Building Maintenance and Cleaning Services**” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 12:00 pm, local time on January 21st, 2013. Submissions received after this time will be returned to the sender unopened.
- 3.2 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.

- 3.3 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 3.4 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 3.5 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.6 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

4. Enquiries and Addenda

- 4.1 Clarification of terms and conditions of the Request for Proposal document and RFP process and all other inquiries shall be directed to:

Julia Turick
Buyer II
Purchasing Section
City of Richmond

E-mail: purchasing@richmond.ca
- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
 - a) City: <http://www.richmond.ca/busdev/tenders.htm>
 - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on January 14th, 2013. The City reserves the right not to respond to inquiries received after this deadline.
- 4.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

5. Background

- 5.1 As part of the City's Preventative Maintenance ("PM") program, the City requires the services of a qualified Contractor/s capable of providing Specialized Building maintenance services to one hundred and forty (140) of its buildings. Examples of required services are listed in **Section 7 – Scope of Work and Requirements**.
- 5.2 Total annual spend for these services is estimated at between \$100,000.00 to \$200,000.00 CAD.
- 5.3 The City makes no guarantees the estimates shown in Section 5.2 or on any on future volume. The City does not make any firm financial commitments or volume guarantees.

6. Contract Term

- 6.1 The potential contract term shall be for a maximum of five (5) years from date of award. The initial term will be for one (1) year, with an option of up to four (4) one (1) year extensions. Extension period length will be determined at the time of extension based on best value for the City, and will be by mutual consent of the Contractor and the City.
- 6.2 Multiple contracts may be awarded in order to establish a list of pre-qualified Proponents who are able to meet the varied requirements of the City.
- 6.3 It is required that labour rates will be held for the first year of the contract. Mark-ups on equipment and supplies are to remain the same for the entire duration of any subsequent contract and extension period.

7. Scope of Work

- 7.1 The following are examples of the Specialised Building Maintenance and Cleaning Services that will be required from time to time under this contract:
 - a) Window washing – interior and exterior – up to eight (8) floors in height;
 - b) Regular and high wear carpet cleaning – including vacuuming, steam cleaning, shampooing, extraction and;
 - c) Stripping and waxing of vinyl type floors;
 - d) High level dusting using poles or lifts;
 - e) Upholstery cleaning including upholstered office partitions, desk chairs; couches, ottomans, fixed and wood trimmed seating etc.;
 - f) Cleaning exteriors of heritage buildings and monuments;
 - g) Lighting fixture cleaning and turnkey re-lamping service of fluorescent and other type fixtures and disposal of lamps;
 - h) Pressure washing of pressure washing of building exteriors, concrete surfaces and structures;
 - i) Interior and exterior parkade floor cleaning;
 - j) Exterior graffiti cleaning on buildings structures and other surfaces;
 - k) Building mechanical system ductwork inspection and cleaning service;
 - l) Ceramic tile and grout cleaning (e.g. floors, showers, change rooms);
 - m) Stone floor maintenance (polishing);
 - n) On-call Building Service Worker ("BSW") replacement for temporary coverage;
 - o) Additional offered Services "as and when required."

8. Requirements

- 8.1 Only Proponents who currently hold Royal Canadian Mounted Police (RCMP) Reliability Status (RRS) and are authorized to work unescorted in buildings occupied by members and staff of the RCMP will be considered for award of Services A, B, C, D, E, G, K, L, and N.
- 8.2 Proponents are required to hold current WorkSafe BC coverage, and provide the required insurance as indicated Section 27 and **Appendix D - Undertaking of Liability Insurance**.
- 8.3 Depending on the requirement, it is expected that Proponents are able to provide Specialised Services during business hours between 6am to 6pm Monday through Friday, evenings after 6pm, weekends, or holidays.
- 8.4 Specialised Cleaning Services may be required at any of the City buildings. For additional information refer to:
<http://www.richmond.ca/cityhall/buildings/buildings.htm>

9. Site Tour

- 9.1 A mandatory site tour of the locations indicated in the **Appendix A - Pricing Form – Part B – Scenario Pricing** - is scheduled to begin at City Hall at 10am on January 11th, 2013.
- 9.2 Respondents are requested to acknowledge your intent to submit a proposal by submitting a completed **Appendix E – Receipt Confirmation Form 4661P**.
- 9.3 Proponents are asked to meet at the Information Counter, Richmond City Hall, 6911 No. 3 Road, Richmond, BC.
- 9.4 This tour will consist of six (6) different locations. The site is estimated to be two (2) hours in duration. Floor plans will be provided at the Site Tour.
- 9.5 Proponents are responsible for arranging transportation between sites.
- 9.6 **The City will only consider for evaluation Proposals from those Proponents who have attended the applicable site visit to the Service/s they are submitting a Proposal for. Sign in at each site will be required.**
- 9.7 It may be required for a City's representative to complete a site tour of the Proponent's location during the evaluation process.

10. Preventative Maintenance Process

- 10.1 In addition to the examples of Work described in **Section 7** of this RFP, the Contractor will be required to complete the following tasks as part of the Preventative Maintenance (PM) process:
 - a) Proceed with the Work specified only when a PM Work Order is issued by the City for specific work required according to established frequencies.
 - b) Complete the work within the time frame/priority code as listed on the work order.
 - c) Other than emergencies services, all work will be scheduled through a Facility Management Maintenance Coordinator.

- d) Sign and date PM Work Order, together with a copy of the check sheet approved by designated City staff, and return it to the City within 24 hours of Work completion.
 - e) Send all completed invoices to Accounts Payable section at Richmond City Hall (6911 No. 3 Road in Richmond, BC).
 - f) All invoices shall include at a minimum the following information:
 - 1. Current Open/Standard Purchase Order Number;
 - 2. Hansen Work Order Number;
 - 3. Facility name and address of work completed;
 - 4. Listed hours of work;
 - 5. Any purchase of supplies and labour used for each job and
 - 6. Any other information.
- 10.2 Report to the Facilities Management Office to City to advise on progress of Work being performed (e.g. date/time/and delays).
- 10.3 Ensure that all employees of the Contractor wear a company uniform or clothing with clearly visible identification that identifies the company name plus have photo identification with the workers name/first name when working on a job site for the City. Identification badges are available at the reception counter at most of the City's buildings.
- 10.4 Ensure that all employees of the Contractor sign in at the job site when picking up their identification badges.
- 10.5 Ensure that all employees are wearing appropriate clothing and personal protective gear as required for the Specialty Building Maintenance Service being provided (e.g. steel toe boots, reflective clothing, hard hats, safety glasses, masks, rubber gloves, etc.). Any personal safety equipment purchased on behalf of the employee by the City will be charged back to the Contractor;
- 10.6 Unless otherwise noted, hours are indicated as per below:
Regular Hours – 6:00am to 5:59:59pm Monday to Friday
Evenings Hours – 6:00pm Monday to 5:59:59am Friday
Weekends Hours – 6:00pm Friday to 5:59:59am Monday
Statutory Holidays – 12:00am to 11:59:59p,m
- 10.7 Any expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.
- 10.8 While on the work site, if the Contractor receives a request for additional work from City of Richmond staff that falls outside the approved Work Order, the Contractor shall refer staff to a Facility Services Staff.
- 10.9 The City is not responsible for payment for work performed by the Contractor which falls outside the scope of the Work Order unless approved by a Facility Services Staff in advance.
- 10.10 Should the Successful Proponent not have adequate workers to meet the City's emergency service requirements, or if the Successful Proponent does not provide properly trained or skilled workers for a particular service requirement, as solely determined by the City, the City reserves the right to utilise another supplier for

the required service. The Successful Proponent shall reimburse any price difference the City incurred in utilising another supplier. If applicable, this shall be paid via the Letter of Credit.

11. City Provided Items

- 11.1 The City will provide the following items to the Successful Proponent:
- a) When the Contactor provides BSW coverage, all equipment, tools, chemicals and supplies required. For all other Services, the Contractor maybe be required to provide all tools, equipment, chemicals and supplies as required.
 - b) Work Site identification badges.

12. Right to Audit

- 12.1 The City may at any time and from time to time require the books, records and accounts maintained by the Proponent in relation to any contract entered into as a result of this RFP to be audited by either (a) authorised City representatives or (b) an independent firm of chartered accountants selected by City in its sole discretion. If any such audit discloses that Proponent has overcharged the City in respect of amounts due and payable by the City to the Proponent hereunder by an amount less than two (2%) percent, the cost of such audit shall be payable by the City to Proponent forthwith on demand. Otherwise, the cost of such audit shall be for the account of the Proponent. The amounts of any overpayments disclosed by the audit shall be payable forthwith together with interest at the rate of twenty (20%) percent per annum, compounded monthly not in advance, and payable both before and after judgment.

13. Submission Format

- 13.1 In order to allow the City to easily evaluate Submissions, all Submissions are to conform to the format specified below and address all questions and relevant objectives.
- a) Submissions should be prepared simply and economically, providing a straightforward, concise description of the Proponents' capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. **Note: This forms part of the evaluation criteria; excessive documentation will be scored accordingly.**
 - b) Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective statement of qualifications are neither required nor desired.
 - c) Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the Response. If publications are supplied by the Respondent to respond to a requirement, the Response should include reference to document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
- 13.2 Submissions submitted should be no more than forty (40) pages or twenty (20) double sided cumulative in length, not including Table of Contents.
- 13.3 In addition to the complete and include with their Submissions all the information required in the Appendices, all Proponents should adhere to the following structure – including section title as indicated as follows:

SECTION A: Cover Letter

- a) This covering letter referencing the RFP number and title should clearly state the types of Specialised Services the Proponents are able to provide. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

SECTION B: Table of Contents

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Experience, Reputation, Capacity, Team Composition, Resources and Sustainability

- a) Proponents should use the following as a guideline when responding to this RFP.

Part 1 - Proponent Information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers for the Contractor team lead (the lead Contractor).
- ii. Detailed information of the proposed Proponent's years of relevant experience in providing the services required by this RFP;
- iii. Indicate your approach to enable efficient and effective account management - i.e. Key Performance Indicators, reporting functionality customer surveys, dispute resolution, and quality assurance program).
- iv. Provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
 1. A list of key personnel assigned to this project:
 - a. A brief resume identifying each of the key team member's qualifications and experience.
 - b. Number of years each key team member has worked for the company and specific projects worked on.
 2. Confirmation of an adequate roster of staff for the required services.

Note: No substitutions to the Proponent's team will be allowed to perform the services without permission by City staff.

Part 2: References

- i. Proponents should provide a list of former and current references for whom the Proponent's team has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm

Part 3: Sustainability

- i. Please provide any documentation and/or information regarding your firms Sustainability (social, environmental or economic) policies and initiatives and how they can be applied to this RFP specifically.
- ii. Highlight any sustainable products used in the delivery of the services required.
- iii. Please include any certifications your organization may have and/or public reporting done.

Part 4: Training and Additional Information

- i. In this section, Proponents may provide information related to ongoing training and resources available to staff in order to ensure the City has continual access to qualified personal.
- ii. Proponents may provide any additional comments about their proposed Contractor team's experience, capacity and resources which they feel would be informative and beneficial to the City.

SECTION D: TECHNICAL INFORMATION

- a) In this section Proponents should provide:

Part 1: Methodology, Work Plan and Schedule

- i. Indicated types of Specialized Building Maintenance Services that the Proponent's is experienced, trained and certified in providing.
- ii. Provide response time to emergency calls from time of call to placement of staff on site in Richmond. **Note: The City's preference is one (1) hour.**
- iii. Provide minimum shift (in hours) required for all services.

Part 2: Applicable Standards

- i. Proponents **must provide** copies of certificates, or equivalent (including industry mandated), verifying workers have completed training for the Services they are responding such as:
 - a. WHMIS
 - b. Food Safe
 - c. Safety
 - d. Blood Pathogen and Bio-hazard Cleaning training;
 - e. Operator training (e.g. working off scaffolding, motorized man lifts);
 - f. Building Service Worker Certification;
 - g. Green Cleaning Methods;
 - h. Or as required to be used in the completion of the Work.
- i. If there are any standards specific to the Proponents (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.
- ii. In this section Proponents should complete and include the **Appendix B - Service Details.**

SECTION E: FEES

- a) In this section Proponents should complete and include the **Appendix A - Pricing Form – Part A and B**.
- b) Additionally provide pricing, payment options and cost saving strategies to the City, including:
 - i. Provide cost information costing methods related to cleaning building mechanical system ductwork.
- c) Confirm that all invoices are in Canadian Funds;

SECTION F: WORKSAFE, INSURANCE(S), SECURITY

- a) In this section Proponents **must** be able to provide:
 - ii. Confirmation of current WorkSafe BC coverage;
 - iii. Appendix D - Confirmation of Required Insurance. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award;
 - iv. As per Section 8.1, confirmation of **RCMP Reliability Status (RRS)** to work in buildings occupied by members and staff of the Royal Canadian Mounted Police.
 - a. Indicate number of employees – Workers and Supervisors – who have required status and provide HRMIS numbers for verification;

14. Evaluation of Proposals

- 14.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 14.2 The City, in its sole discretion, without having any duty or obligation to advise any other Proponents, may conduct any inquiries, clarifications or investigations, without having any duty or obligation to advise any other Proponents including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 14.3 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) Ability of Proponent to meet WorkSafe, WHMIS, Insurance, **RCMP Reliability Status (RRS)** Requirements, Letter of Credit and Applicable Standards;
 - b) Capacity of the firm to perform the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Services. In addition, the City will place consideration on the Proponent's:
 - i. Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Services;
 - ii. Emergency Response Time;

- iii. Sufficient staff capable of meeting the Service Requirements of the City;
 - iv. Ability to communicate and work effectively with the City;
 - v. Quality of products used and specialised equipment inventory;
 - vi. Ongoing training programs;
 - c) Demonstrated Sustainable practises;
 - d) Fee allocation to services and value for money;
- 14.4 Proponents may be scheduled for interviews at the discretion of the City.
- 14.5 Reference checks may also be conducted by the City.
- 14.6 Prior to Contract award, the Proponent may be required to demonstrate financial stability the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 14.7 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 14.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

15. RFP Process

- 15.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
 - b) accept a Proposal which is not the lowest cost Proposal;
 - c) accept all or any part of a Proposal;
 - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
 - f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
 - g) cancel the RFP process at any time and reject all submissions;
 - h) not accept any Proposal in response to this RFP;

- i) reject a Proposal even if it is the only Proposal received by the City;
 - j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
 - k) reject or accept any or all Proposals at any time prior to execution of a Contract;
 - l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or,
 - m) split the Requirements between one or more Proponents.
- 15.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

16. Negotiations

- 16.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City.
- 16.2 If a written contract cannot be negotiated within thirty (30) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

17. Working Agreement

- 17.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this Request for Proposal and the Successful Proponent's Submission and any negotiated modifications thereto.

18. Award of Contract

- 18.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 18.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 18.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Proponent and the City;
 - c) The Proposal; and
 - d) The RFP and any subsequent addenda.
- 18.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 18.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

19. Publication of the Results of the Request for Proposal

- 19.1 The City will publish the name of the Successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

20. General Terms of this Request for Proposal

- 20.1 All Proposals shall remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Proposal has been accepted.
- 20.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 20.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 20.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 20.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 20.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 20.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

- 20.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

21. Ownership of Proposals

- 21.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

22. Conflict of Interest

- 22.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.

- 22.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

23. Confidentiality

- 23.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 23.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

24. No lobbying

- 24.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, Contractors, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 4.1.

25. Information Disclaimer

- 25.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 25.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 25.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for

the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

- 25.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

26. Freedom of Information and Protection of Privacy Act (BC)

- 26.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

27. Indemnification and Insurance

- 27.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 27.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 27.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.
- 27.4 The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement
- 27.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 1. Contractual liability assumed under this agreement.

2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.
 4. Cross liability.
 5. Automobile liability (non-owned, hired).
 6. Completed operations liability 24 months after completed operations.
 7. Voluntary medical payments.
 - b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than eighty (80%) percent of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 27.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 27.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.
- 27.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law
- 27.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 27.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

28. WorkSafe BC Coverage/Prime Contractor

- 28.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the WorkSafe BC's premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.
- 28.2 The Contractor agrees that it is the Prime Contractor for the purposes of the WorkSafe BC Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the WorkSafe BC and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part three (3) of the WorkSafe BC Act and Part 20 of the WorkSafe BC Occupational Health and Safety Regulations.
- 28.3 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
- 28.4 The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafe BC, including penalties levied by the WorkSafe BC.

29. Sub-contractors

- 29.1 The Contractor will perform the Work using its own personnel, or subcontractors approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 29.2 All sub-contractors are the responsibility of the Contractor.
- 29.3 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 29.4 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.

- 29.5 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 29.6 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the “Subcontractors”).
- 29.7 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 29.8 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

30. Letter of Credit

A letter of Credit (the “Letter of Credit”) may be required under this Contract except where expressed deleted from the Requirements in the Notice of Award.

Appendix D - Undertaking of Liability Insurance

City of Richmond
6911 No. 3 Road
Richmond, BC, V6Y 2C1

Dear Sir/Madame:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00, as outlined in the attached “General Conditions of the Contract” and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert Proponent's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2013.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.

End of Appendix D - Undertaking of Liability Insurance

**Appendix E – Receipt Confirmation Form –
4661P - Specialized Building Maintenance and Cleaning Services**

To acknowledge your intent to submit a proposal, please submit a completed form via email prior to the Mandatory Site visit on 10am on January 11th, 2013 to:

Attention: Julia Turick, Buyer II
Email: jturick@richmond.ca

- **Yes, I will be responding to the following services (check applicable):**
 - Window washing – interior and exterior – up to eight (8) floors in height;
 - Regular and high wear carpet cleaning – including vacuuming, steam cleaning, shampooing, extraction and;
 - Stripping and waxing of vinyl type floors;
 - High level dusting using poles or lifts;
 - Upholstery cleaning including upholstered office partitions, desk chairs; couches, ottomans, fixed and wood trimmed seating etc.;
 - Cleaning exteriors of heritage buildings and monuments;
 - Lighting fixture cleaning and turnkey re-lamping service of fluorescent and other type fixtures and disposal of lamps;
 - Pressure washing of pressure washing of building exteriors, concrete surfaces and structures;
 - Interior and exterior parkade floor cleaning;
 - Exterior graffiti cleaning buildings structures and other surfaces;
 - Building mechanical system ductwork inspection and cleaning service;
 - Ceramic tile and grout cleaning (e.g. floors, showers, change rooms);
 - Stone floor maintenance (polishing);
 - On-call Building Service Worker (“BSW”) replacement for temporary coverage;
- **If applicable I have the mandatory Security Clearance as required by this RFP.**

| | |
|----------------------|--|
| Company Name: | |
| Address: | |
| Contact Person: | |
| Contact Email: | |
| Contact Phone: | |
| Site Visit Attendees | |

Signature: _____

Name and Title: _____

End of Appendix E – Receipt Confirmation Form