



REQUEST FOR QUOTATIONS

Title: Janitorial and Custodial Maintenance Services
South Surrey CRS Offsite Locations

Reference No.: 1220-040-2022-005

FOR THE SUPPLY OF GOODS AND SERVICES

NOTE: NO SUB-CONTRACTORS SHOULD BE USED IN THE PERFORMANCE OF THE SERVICES.

(General Services)

Issue Date: February 25th, 2022

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. ADDRESS FOR DELIVERY.....	3
3. DATE	4
4. INQUIRIES.....	4
5. ADDENDA	5
6. ACCEPTANCE.....	5
7. CONTRACTOR'S EXPENSES.....	5
8. CONTRACTOR'S QUALIFICATIONS	6
9. CONFLICT OF INTEREST.....	6
10. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	6
11. CONFIDENTIALITY	6
12. SIGNATURE	6
ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT	7
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	52
SCHEDULE B – FORM OF QUOTATION	64

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “City”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Agreement – Goods and Services (the “Quotation”) for the supply of the goods and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services (the “Goods and Services”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the “Contractor”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

1.1 LOCATIONS

The Services consist of providing all labour, cleaning supplies and equipment for the day to day janitorial and custodial maintenance services at the following locations:

No.	FACILITY NAME	ADDRESS
1	Elgin Centre (Preschool)	3530 144 Street, Surrey, B.C.
2	Meridian Centre (Preschool)	2040 - 150 Street, Surrey, B.C.
3	Kwomais & Sanford Hall	1367 -128 Street, Surrey, B.C.
4	Elgin Hall	14250 Crescent Road, Surrey, B.C.
5	Sunnyside Hall	1845 - 154 Street, Surrey, B.C.

1.2 SCHEDULE OF EVENTS

The following schedule applies to this RFQ:

No.	Description	Date
1	Issuance of RFQ Documentation	February 25, 2022
2	Site Visits	March 8, 2022
3	RFQ Date for Submission of Quotations	March 15, 2022
4	Interviews and Clarifications for Shortlisted Contractors	To be determined by invitation to any Contractor as may be required by the City
6	Selection of Preferred Contractor	March 25, 2022
7	Estimated Commencement Date	April 15, 2022

However, the City reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addendum.

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving equipment functions

properly so that the City receives the Quotation.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

3. DATE

The City would prefer to receive Quotations on or before **March 15, 2022** (the “**Date**”).

3.1 SITE VISIT

A site visit may be hosted by the City Representative for the Contractors to examine the sites under this RFQ (the “**Site Visit**”) prior to submitting a Quotation. There will be no information meeting to be held. The Contractors should fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Quotation represents that it has examined the sites fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance of the services.

While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Site Visit and to have received all of the information given at the Site Visit.

At the time of issuance of this RFQ, site visits have been scheduled as follows:

Date: **March 8, 2022**

Where: Elgin Centre (Preschool), located at 3530 144 Street, Surrey

Location Start:

- 1) Elgin Centre (Preschool), located at 3530 144 Street, Surrey
- 2) Meridian Centre (Preschool), located at 2040 - 150 Street, Surrey

- 3) Kwomais Lodge & Sanford Hall, located at 1367 -128 Street, Surrey
- 4) Elgin Hall 14250 Crescent Road, Surrey
- 5) Sunnyside Hall 1845 - 154 Street, Surrey

Time: from 10:00 a.m.

NOTE: Contractors participating in this Site Visit must wear masks and maintain social distancing at all times.

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

REFERENCE: 1220-040-2022-005

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the city determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "Websites"), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of This RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

7. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

8. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

9. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

10. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

11. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

12. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

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ATTACHMENT No. 1 - AGREEMENT – GOODS AND SERVICES

Reference Title: Janitorial and Custodial Maintenance Services – South Surrey CRS Offsite Locations

RFQ No.: 1220-040-2022-005

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

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada,

(the "City")

AND:

_____ (*Insert Full Legal Name and Address of Contractor*)

(the "Contractor")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "Change" means as specified in Section 10.1;
- (d) "Change Order" means as specified in Section 10.2;
- (e) "City" means the City of Surrey;
- (f) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (g) "Contemplated Change Order" means as specified in Section 10.4;
- (h) "Contract Documents" means this Contract including all Schedules and Appendices, the RFQ, the Contractor's Quotation and includes any and all additional and amending documents issued in accordance with the provision of the Contract Documents;
- (i) "Contract Price" has the meaning set out in Section 5.1 of the Agreement;
- (j) "Department Representative" means the Manager, South Surrey Community Recreation Services or designate, who shall represent Parks Recreation & Culture Department for the purposes of this Agreement;
- (k) "Extra Work" has the meaning as described in Section 10.3;

- (l) "Fees" means the price set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (m) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (n) "Indemnitees" has the meaning described in Section 14.2;
- (o) "Project Services" means and including anything and everything required to be done by the Contractor for the fulfilment and completion of the project services as referred to in this Contract including, without limitation, the project services as outlined on Section C of Schedule A;
- (p) "Quotation" means as specified in Section 10.5 of the Contract;
- (q) "RFQ" means the Request for Quotations;
- (r) "Services" means the services as described generally in Schedule A, A-1, A-2, A-3, A-4 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (s) "Term" has the meaning described in Section 3; and,
- (t) "Year of the Term" as used herein shall mean each twelve-month period commencing on (START DATE).

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Schedule B – Quotation Extracts;
- (c) Schedule A – Specifications of Goods and Scope of Services; and
- (d) other terms, if any, that are agreed to by the parties in writing.

1.3 The following attached Schedules and Attachments are a part of this Agreement:

Schedule A Specifications of Goods and Scope of Services;
 Schedule A-1 Regular Cleaning Task Services Schedule;
 Schedule A-2 Project Cleaning Task Services Schedule;
 Schedule A-3 Regular Cleaning Task and Green Cleaning Services Guidelines;
 Schedule A-4 Project Cleaning Task and Green Cleaning Services Guidelines;
 Appendix 1 Prime Contractor Designation-Responsibility of Contractor;
 Appendix 2 Contractor Health & Safety Expectations-Responsibility of Contractor;
 and,

Schedule B – Quotation Extracts.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.

- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B – Quotation Extracts of this Agreement.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B – Quotation Extracts of this Agreement. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

2.6 Pandemic Restrictions

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Contractor advises that it is able to proceed with providing the Goods and performance of the Services under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor's performance of the Goods and Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to provide the Goods and perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 22 (WCB and Occupational Health and Safety); and,
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the

interruption of the Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Initial Term").

3.2 The City may at any time prior to thirty (30) days before the end of the Initial Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional twelve (12) month renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

5. FEES

5.1 The City will pay the fees ("Fees") to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

5.3 The parties agree that all Fees as set out in this Agreement will remain in force for a period of twelve (12) months (Initial Term) and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<☞ insert purchase order or contract reference number>, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca
- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

- 7.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This Section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

8.6 **Criminal Background Check**

Prior to the effective date and the assignment of any personnel the Contractor and each of the Contractor's personnel assigned to work at the site(s) must obtain criminal records checks.

The Contractor shall have a corporate policy in place regarding criminal record checks. The City reserves the right to audit the process.

9. **SUSPENSION OF WORK**

9.1 The City shall have the right, from time to time, to suspend operations in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Services to be suspended or stopped and is signed by the Department Representative or designate. In the event of such right being exercised so as to cause delay to the Contractor, then an extension of time equal to such delay shall be allowed to complete this Agreement, but no such delay shall vitiate or void this Agreement, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond of security for the performance of this Agreement, nor shall the Contractor be entitled to any claim for damages. Upon the Contractor receiving written notice from the City that the suspended operations are to be resumed the Contractor shall forthwith resume the operations.

9.2 Notwithstanding the preceding paragraph, the Contractor may carry out the Services outside the customary working hours or ordinary working days without the prior approval of the Department Representative, or designate, where it is necessary in the interests of safety. In such circumstances the Contractor shall inform the Department Representative or designate in writing of the circumstances as early as possible.

10. **CHANGES**

10.1 A Change is:

- (a) An addition to the Services that is both:
 - (i) of a type and character similar to the Services as defined in this Agreement Documents, and
 - (ii) is located generally within the designated city facility/location; or
- (b) A deletion of the Services indicated in the Contract Documents; or
- (c) An alteration of the Services indicated in the Contract Documents, within the general scope of the Services as described in the Contract Documents.

- 10.2 The City may without invalidating this Agreement make a Change to the Services. If the City makes a Change to the Services, then the City shall issue a Change Order.
- 10.3 Additional work that the City may wish performed that does not satisfy the requirements of subsections 10.1 (a) and (c) is Extra Work ("Extra Work") and not a Change. Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work
- 10.4 The City may at any time give the Contractor a written request (a "Contemplated Change Order") to provide a Quotation for a specified Change that the City is considering.
- 10.5 If the City gives the Contractor a Contemplated Change Order, then the Contractor shall, as part of the Services, respond as promptly as possible with a written price quotation (a "Quotation"). The Quotation shall comply with the following:
- Any Quotation submitted by the Contractor for a Change, a Contemplated Change Order or for Extra Work shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Contract Price (excluding GST) owing on account for the Services contemplated by the Quotation and for certainty shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, or impact, head office, overhead, and all other costs, and all markups and profits, even if the Quotation does not specifically mention such items.
- 10.6 The City may at any time, by way of a Change Order, direct the Contractor to proceed with a Change and the Contractor shall comply with such direction.
- 10.7 The Contractor shall not proceed with any Services that the Contractor intends or expects to be treated as a Change without receiving a written Change Order approving the Services as a Change.
- 10.8 If for any reason the Contractor proceeds with Services that the Contractor intends to claim as a Change before a written Change Order is issued, then verbal approval must have been received and a written Change Order pending. The Contractor shall maintain daily records and submit them before the end of the next day to the City for certification. Notwithstanding any other provision of the Contract Documents, no payment shall be owing to the Contractor on account of any claimed Change if the Contractor fails to maintain and submit such records. However, the mere maintenance and submission of such daily records shall not create an entitlement for the Contractor to receive payment for the claimed Change and the Contractor's right to receive payment shall be as otherwise provided by the Contract Documents.
- 10.9 The Contractor shall not be entitled to rely on any oral representation (except in an emergency), site meeting discussion, site meeting minutes or other communication as approval that any Services are a Change. The Contractor shall strictly comply with the requirements of this section.
- 10.10 In an emergency, when it is impractical to delay the Services until the written authorization is issued, the City may issue an oral direction which the Contractor shall

follow. In such event the City shall issue a confirming Change Order at the first opportunity.

11. UNSATISFACTORY PERFORMANCE

- (a) Upon notice of unsatisfactory performance, the Contractor will have two (2) hours from that time to initiate corrective action in any specific instance.
- (b) In the event the Contractor has not responded within the allotted two (2) hours to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the two (2) hour time frame after notification as described above, the City has the right to immediately complete the work to its satisfaction, through use of City employees, other contractors, subcontractors or agents at a rate equal to the City employee's hourly rate plus twenty percent (20%) for City administrative costs, or through use of outside contractor(s) at the rate charged to the City plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.
- (c) Should the Contractor not furnish the designated approved supplies in adequate quantities, the City will make a one-time purchase of the needed supplies and charge them against the Contractor's invoice at the City's cost-plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor may be in danger of default.
- (d) There may be a deduction of Fifty Dollars (\$50) per occurrence for any day when uniforms are not worn.
- (e) There may be a deduction of Fifty Dollars (\$50) per occurrence for any day when photo identification badges / cards are not worn.
- (f) There may be a deduction of Fifty Dollars (\$50) per occurrence for each piece of equipment that is deemed inoperable, or, is insufficient, or, inadequate to perform the job as required.
- (g) Failure to return keys and access cards to the City within three (3) working days may incur a fee of One Hundred Dollars (\$100.00) per day.
- (h) Charges due to responses to false alarms resulting from the Contractor's action or lack thereof may be deducted from the current monthly invoice or will be credited to a future invoice. This fee will be based on the current response fee charged to the City by the City's Security Contractor or local law enforcement agency. Continued alarm responses by the Security Contractor or local law enforcement agency due to Contractor's action or lack thereof may be considered a failure to perform and may lead to contract termination.

- (i) The Contractor may appeal any City determination of deduction of, or adjustment of, or application of deficiencies to monies from the Contractor's invoice. Such appeal must be in writing to the City within ten (10) business days from the date of the City 's written notice of deduction, adjustment, or application of deficiencies.

12. LIMITED AUTHORITY

- 12.1 The Contractor is not, and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 12.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

13. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 13.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 13.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 13.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

14. WARRANTIES

- 14.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place

where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third-party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third-party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 14.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

15. INSURANCE AND DAMAGES

- 15.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 15.2 The indemnities described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 15.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and

operators' liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) Comprehensive Dishonesty, Disappearance and Destruction Bond for Commercial Business: Insurance covering loss of money, securities and other property which the insured and the City shall sustain, to an amount not less than Twenty-five Thousand Dollars (\$25,000.00) for any one loss or in aggregate, resulting directly from fraudulent or dishonest act(s) committed by an employee or employees of the insured, acting alone or in collusion with others; and,
- (d) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

15.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

15.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

15.6 The Contractor shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

15.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

16. CITY RESPONSIBILITIES

16.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that

information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate, and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

- 16.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 16.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

17. CONTRACTOR RESPONSIBILITIES

- 17.1 The Contractor should carry out its obligations and duties and provide the Regular Cleaning Task Services with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this Agreement and at all times act in accordance with all applicable professional standards, principles and practices.
- 17.2 The Contractor should supply all labour, equipment and materials necessary for the proper performance of the Services as specified herein.
- 17.3 The Contractor should provide an on-site supervisor, who will be responsible for the overall management and coordination of the Services and provide trained and certified (B.S.W. Certificate, as a minimum), housekeeping personnel in sufficient numbers so as to meet the identified on-site needs for such services, and to perform all of the required functions. All cleaning personnel must be able to speak, read and write in the English language;

The Contractor should provide the Department Representative the names, addresses and telephone numbers of such cleaning personnel, and shall keep this information current at all times.

- 17.4 The Contractor should perform the Services at such times as are directed or required by the City. This should include the provision of a Quality Assurance Plan, acceptable to the Department Representative prior to the start of the Services. The Contractor should provide the Department Representative at intervals of not more than the close of business the fifth working day of each month with a written Quality Assurance Report listing the result of the previous month's Quality Assurance Inspections.
- 17.5 The Contractor should provide the Services and Project Services as specified in this Agreement on the premises during the Contract Term and have regard to such requirements as may be conveyed to it by the Department Representative and shall comply with all reasonable directions of the Department Representative.
- 17.6 The Contractor should permit the Department Representative to enquire of, to confer with and direct the Contractor and the Contractor's staff and shall do all that is within its power to facilitate any and all appropriate enquiries, conferences and direction.

- 17.7 The Contractor should provide the Department Representative a Training and Development Plan acceptable to the Department Representative prior to the start of the Services.
- 17.8 The Contractor should carry out the Services by the Contractor's employees, or, sub-contractor(s) approved by the City and provide for, maintain and require its employees to wear at all times, neat, clean uniforms and Contractor furnished employee identification badges.
- 17.9 The Contractor should obtain and maintain during the term(s) automobile, general commercial liability and dishonesty, disappearance and Destruction insurance in the forms and amounts required by the City, obtain and maintain a current City of Surrey, Business License and permits that are required, promptly pay all WorkSafeBC and pay other taxes assessed against its business.
- 17.10 The Contractor should promptly remove all garbage and recyclable materials from all service level areas and from all sites.
- 17.11 The Contractor should comply with and ensure that the Contractor's agent(s) and employees comply with the terms and conditions of this Agreement, not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative.
- 17.12 The Contractor should ensure all cleaning chemicals and supplies, where required, conform to Workplace Hazardous Materials Information Systems (WHMIS) standards, obtain all applicable Material Safety Data Sheets (MSDS) for all cleaning chemicals and supplies, provide and maintain current at all times, a complete MSDS binder for all cleaning chemicals and supplies storage locations within the facilities. The Contractor should provide and maintain current at all times, for the Department Representative an identical copy of the MSDS binder for all cleaning chemicals and supplies stored within the facilities.
- 17.13 Fuel Consumption Reporting: Commencing on the Agreement start date, the Contractor will be required to communicate the quantity of fuel used to operate vehicles, equipment, and machinery as part of the delivery of the Services on an annual basis. Fuel consumption associated with the provision of these Services must be provided to the City of Surrey within thirty (30) days of the calendar year ending December 31 annually.

All costs related to or associated with the preparation of such record keeping and reports are included in the Contract Price stated in Schedule B – Quotation Extracts. Failure to submit required reports may result in termination of the Contract or at the City's sole discretion withhold monies due under Schedule B – Quotation Extracts.

The City shall provide:

- (a) A list of Regular Cleaning Task Services Schedule(s) and Project Cleaning Task Services Schedule(s) and specific cleaning requirements; and
- (b) A list of emergency contact personnel and telephone numbers.

18. DEFICIENCIES

- 18.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement,

whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

- 18.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received, or such deficiency or defect is remedied.

19. DEFAULT AND TERMINATION

- 19.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 19.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 19.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 19.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or

- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

If the City terminates this Agreement as provided by Section 19.4 then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and,
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

20. CURING DEFAULTS

- 20.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

21. DISPUTE RESOLUTION

- 21.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.
- 21.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations
- 21.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

21.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

22. WCB AND OCCUPATIONAL HEALTH AND SAFETY

22.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

22.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.

22.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

22.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

22.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

22.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

22.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

23. BUSINESS LICENSE

23.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

24. GENERAL PROVISIONS FOR GOODS

24.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com"

24.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

24.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

25. COMPLIANCE

25.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

25.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

25.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

26. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 26.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 26.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

27. WAIVER

- 27.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

28. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS

- 28.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.
- 28.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

29. NOTICES

- 29.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - © by mail, five calendar days after posting.
- 29.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

29.1 **MERGER AND SURVIVAL** The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

30. ENTIRE AGREEMENT

30.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to, or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

31. SIGNATURE

31.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.

This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

32. FUEL EMISSIONS DATA

32.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as "Traditional Services" in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:

- Type of vehicle/vehicle class used to deliver the contracted services;
- Type of fuel consumed by each vehicle class; and,
- Liters of fossil fuels consumed in relation to the service delivered under this Agreement.

32.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of this Agreement, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>

33. NON-ROAD DIESEL ENGINE EMISSION REGULATION

33.1 If you own, operate, or hire diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your

business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have 90 days of registration purchased by December 31, 2014 or the engine(s) will be prohibited from ever operating in Metro Vancouver. To be fully registered an owner/operator must:

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

33.2 Other important information:

- Non-road Tier 1 engines must be registered and pay fees to operate,
- Failure to comply with the Bylaw may result in fines up to \$200,000, and
- 80% of fees paid into the program can be recovered.

33.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.

33.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

34. COMPLIANCE WITH COVID 19 POLICY

34.1 It is a material term of this Agreement that the Contractor and any personnel and subcontractors providing the Goods and performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.

34.2 The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

35. COMPLIANCE WITH COVID-19 POLICY

35.1 It is a material term of this Agreement that the Contractor, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.

35.2 The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

36. ENUREMENT

36.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

This Agreement is executed by the City of Surrey this _____ day of _____, 202_.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the Contractor this _____ day of _____, 202_.

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

**SCHEDULE A
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**PROJECT TITLE: JANITORIAL AND CUSTODIAL MAINTENANCE SERVICES
SOUTH SURREY CRS OFFSITE LOCATIONS**

A. SERVICES

1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The City's "Green Cleaning" Program was implemented September 1, 2009, to ensure that cleaning products used in all areas of its facilities are non-toxic, are biodegradable and help preserve and protect the environment, and reduce waste, while maintaining high quality cleaning, particularly in the restrooms and shower environments. The Contractor should, therefore, ensure that cleaning products and agents are certified "Green Clean" in keeping with standards set forth by the City's "Green Cleaning" program.

The City has taken steps to improve the janitorial cleaning requirements and scope of services for the South Surrey CRS facilities. During the on-going COVID-19 pandemic the facilities may require enhanced cleaning services as part of the regular cleaning task services. This will include vigilant and frequent cleaning and disinfecting of high touch surfaces on workplaces and public areas to prevent the spread of the virus.

The Contractor will provide janitorial and custodial maintenance services, which include regular and project specific cleaning tasks as specified in Schedules A through A-4 (the "Services"). All Services must be performed to the complete satisfaction of the City.

The description of the services and deliverables will include, but not limited to the following:

- Regular Cleaning Task Services (including Daytime Services);
- Project Services Cleaning Task Services; and may also include; and,
- Extra Work Services (as required).

The Contractor should employ environmentally preferable "green" practices and use environmentally preferable products as part of their janitorial services to meet the janitorial and custodial maintenance needs of the following locations:

No.	FACILITY NAME	ADDRESS
1)	Elgin Centre (Preschool)	3530 144 Street, Surrey BC
2)	Meridian Centre (Preschool)	2040 - 150 Street, Surrey BC
3)	Kwomais Lodge & Sanford Hall	1367 -128 Street, Surrey BC
4)	Elgin Hall	14250 Crescent Road, Surrey BC
5)	Sunnyside Hall	1845 - 154 Street, Surrey BC

The City is not limited to the above sites and may, at its sole discretion, add or delete site(s) from the list based on the City's requirements.

During the ongoing COVID-19 Pandemic, the City may require vigilant and frequent cleaning and disinfecting of high touch surfaces on workplaces and public areas as part of the regular cleaning services.

The Contractor shall furnish all necessary labour, materials, supplies, and transportation necessary to supply and deliver the Goods and performance of the Services in accordance with this Agreement.

2. BACKGROUND INFORMATION

2.1 ELGIN CENTRE



Location: 3530 144 Street, Surrey BC

Estimated floor area: 1780 square feet

Built in 1921 as the first school for the community of Elgin to replace the condemned Mud Bay School. Vernacular style wood frame with ribbon windows.

The areas to be serviced include, but not limited to the following:

- Public Entrance Vestibule
- Staff Work Area
- Staff Kitchens
- Corridors/Hallways
- All public areas
- Storage Areas and Closets
- Public and staff Washrooms (WC) Male and Female (All)

2.2 MERIDIAN CENTRE (PRESCHOOL)



Location: 2040 - 150 Street, Surrey BC

Estimated floor area: 931 square feet

Parent and tot and preschool programs operate out of the Meridian Centre within the park. Although the playground is open to the public, please be aware that it is shared by the programs at Meridian Centre.

The areas to be serviced include, but not limited to the following:

- Kitchenette
- All public areas
- Storage Areas and Closets
- Public and staff Washrooms (WC) Male and Female (All)

2.3 KWOMAIS LODGE & SANFORD HALL



Location: 1367 -128 Street, Surrey BC

Estimated floor area: 2260 square feet – Kwomais Lodge/ 2882 square feet Sanford Hall

50 maximum people capacity – Kwomais Lodge

150 maximum people capacity – Sanford Hall

Kwomais Lodge, Sanford Hall and Elgin Hall each have a kitchen on site

The areas to be serviced include, but not limited to the following Reception

- Staff Work Area
- Kitchenette
- Corridors/Hallways
- All public areas
- Storage Areas and Closets
- Public and staff Washrooms (WC) Male and Female (All)

2.4 ELGIN HALL



Location: 14250 Crescent Road, Surrey BC

Estimated floor area: 3465 square feet

140 people maximum capacity

Elgin Hall is a heritage building and seats 140 people. It also includes kitchen facilities, a bar area and stage.

The areas to be serviced include, but not limited to the following:

- Reception
- Kitchenette
- Corridors/Hallways
- All public areas
- Storage Areas and Closets
- Public and staff Washrooms (WC) Male and Female (All)

2.5 SUNNYSIDE HALL



Location: 1845 - 154 Street

Estimated floor area: 3222 square feet

140 people maximum capacity

Sunnyside Hall is located in a park setting and seats 140 people. It also includes kitchen facilities.

The areas to be serviced include, but not limited to the following:

- Reception
- Enclosed Workstations/Closed Offices
- Open Workstations / Cubicles
- Staff Work Area
- Kitchenette
- Corridors/Hallways
- All public areas
- Storage Areas and Closets
- Meeting Room
- Public and staff Washrooms (WC) Male and Female (All)

3. SCOPE OF SERVICES

3.1 The Contractor will provide all labour, equipment, tools, materials, supervision, and other items and services necessary to perform the Services as described herein. The required objective is to maintain all the sites in such a manner that the facility provides a clean, healthy and safe work environment for City staff and visitors.

The scope of the Services must include, but not limited to:

- (a) Maintain trash / garbage collection throughout the facility;
- (b) Floor and stairway/staircase cleaning and maintenance;
- (c) Washroom cleaning and servicing of dispensers;
- (d) Cleaning of walls, ceilings and doors;
- (e) Cleaning and disinfecting hard surfaces;
- (f) Carpet, drape and upholstery cleaning;
- (g) Interior glass cleaning throughout [no smears, fingerprints, etc.];
- (h) Interior elevator and vestibules; and,
- (i) Interior and exterior doorway entrance floor surface.

3.2 The Contractor shall provide, but not limited to, the cleaning services of all offices, corridors, restrooms, conference room(s) including the kitchen areas, all internal glass panels, windows (internal), doors and cabinets.

3.3 During the on-going Pandemic the sites may require enhanced cleaning services as part of the regular cleaning task services. This will include enhanced cleaning and disinfecting of high touch surfaces on workplaces and public areas to prevent the spread of the virus.

Cleaning and disinfecting of high-touch surfaces include but not limited to:

- (a) Tables, chair arm rests, desks, counter tops;
- (b) Telephones, fridges, microwaves;
- (c) handrails, door handles and doorknobs, etc.; and,
- (d) elevator buttons, light switches.

4. LABOUR, EQUIPMENT, AND MATERIALS

4.1 Labour

- (a) The Contractor shall at all times during the term of this Contract, have an on-site a working Supervisor charged with the responsibility of supervising the cleaning operations at the sites.
- (b) The Contractor will from time to time provide the Department Representative or designate with the full names and addresses of all cleaning personnel whom the Contractor proposes to employ in the performance of the Services. The City may, at any time or from time to time and for any reason whatsoever, notify the Contractor that it will no longer accept services performed by any one or more of its' employees. The City shall have no obligation to disclose to the Contractor the reasons for any such notice. In the event of such notification, the Contractor shall promptly remove such employee or employees from the City premises and take immediate steps to ensure that its performance under this Contract will not be reduced. The Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illness, and inclement weather;
- (c) The Contractor shall inspect, on a monthly basis, their employee's cleaning operations to ensure that the proper techniques and procedures are used during the operation of all manual and powered cleaning equipment and machinery. The Contractor shall also ensure all equipment and machinery is operated within

manufacturer's guidelines and in strict compliance with all current regulatory, safety and established operational practices common to the trade; and,

- (d) The Contractor shall employ a sufficient number of properly qualified and trained cleaning personnel and supervisory staff for the performance of the Services. Failure or delay in the performance of the Services due to the Contractor's inability to obtain qualified and trained personnel of the number and skill constitute a default of the Contract.

4.2 Equipment: The Contractor shall provide all necessary cleaning equipment (professional/commercial quality) for the performance of the Services. In addition, the Contractor should comply with the following:

- (a) The Contractor's equipment must include, but is not limited to, vacuum cleaners, scrubbers, buffers, shampoo machines, extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, brushes and custodial carts, and safety equipment such as floor signs, temporary barricades (closed for maintenance signs for when the opposite gender cleaning staff is working) and stanchions are available on-site when needed. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use;
- (b) All equipment and tools must be used in such a manner that will not scar or mark walls or other surfaces. Larger equipment and tools must be equipped with non-marking rubber, vinyl or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment must be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards must be properly maintained. Equipment with improper bumpers or guards must be removed from service immediately. Damages caused by the Contractor's equipment must be repaired at no expense to the City. Electrical equipment must be equipped with a non-marking, 3-conductor, grounded plug electrical cord;
- (c) The Contractor shall ensure that appropriate equipment, including any required safety equipment such as floor signs, temporary barricades and stanchions is available on-site when needed. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained and properly secured when not in use; and,
- (d) The Contractor shall provide employees with protection against safety and health hazards by furnishing them with all the protective equipment needed. Areas that require the wearing of protective clothing or where protective equipment is necessary must be identified to employees during training and by the use of adequate signs.
- (e) Ladders: All Contractor ladders must be labeled with the Contractor's name. All ladders are to be maintained in good condition at all times and inspected prior to use. Employees using ladders must do so in a safe and responsible manner. Any defective ladders are to be tagged as such and removed from site.

- (f) Working at heights: It is the Contractor's responsibility to select the appropriate fall protection measures for the work to be performed. When working at heights, the area below is to be cordoned off as the work area protection requires. Contractors must be able to demonstrate that all equipment has current inspection certificate(s) and is maintained as per regulatory requirements and that all personnel have current and appropriate training.
- (g) Scaffolding: All scaffolding is to be erected, maintained and inspected in accordance with all applicable regulations, codes and engineering practices. The Contractor is to ensure competent supervision of any modification process and have written approvals of such modifications. Precautions must also be taken to ensure that each scaffold does not exceed structural or design limits set out by applicable provincial legislation. The Contractor must also provide all scaffolds and safety equipment required for the entire project.
- (h) Mixing Cleaning Chemical Dispenser Systems (where applicable): The provision and use of any mixing cleaning chemical dispenser systems (wall (including metering equipment) or cart) will be the responsibility of the Contractor. The Contractor will be expected to remove any existing equipment (if any), dispose of as requested by the City in an environmentally friendly manner; supply new dispensing equipment, install, and maintain all dispensers throughout the sites as well as be responsible for any replacement dispensers as existing dispensers become obsolete throughout the Term. The Contractor should provide dispensing equipment that reduces the worker exposure to chemicals and promotes the appropriate use of the cleaners.

4.3 Materials (Environmentally Friendly Cleaning Products)

- (a) Cleaning Supplies: The Contractor shall furnish, pay for and maintain an adequate inventory of all cleaning products, finishes, etc. (other than City provided supplies and equipment) required to provide the Goods and perform the Services. The Contractor furnished supplies must meet the specifications detailed in Schedule A.

Contractor-furnished cleaning supplies include, but are not limited to, the following:

- Air Sanitizer
- Batteries for Air Sanitizer and for other uses
- Brooms (all types)
- Brushes (all types)
- Caddy Bags
- Carpet Cleaner/Shampoo
- Carpet De-Foamer
- Carpet Deodorizer
- Carpet Spotter
- Cleaning Cloths (Designated Colours)
- Cleaner, All-Purpose
- Cleaner, Bleach
- Cleaner, Degreaser
- Cleaner, Glass
- Cleaner, Multipurpose
- Cleaner, Stainless Steel
- Cleanser
- Dust Pans
- Electrical Cords
- Mop Bucket/Wringer
- Mop
- Mop Heads
- Pad (various) for floor machine
- Pads (various) for Floor Machine
- Polish Metal
- Polish Wood
- Polishing and Scouring Pads, Floor Machine
- Rags
- Safety Equipment
- Safety Signs; "WET FLOOR", etc.
- Scouring Pads
- Scrapers
- Sponges
- Spray Bottles

- Floor Finish (Hi-Solids)
- Floor Sealer
- Floor Stripper
- Furniture Polish
- Toilet Plunger
- Gloves, Latex
- Graffiti Remover
- Vacuum Bags

- Squeegee
- Stripping Pads
- Toilet Bowl Cleaner
- Toilet Bowl Mops
- Urinal Scented Blocks/Screens
- Paper products used in the cleaning process
- Disposable duster

Contractors shall be responsible for the procurement, safe storage and use of all environmentally safe cleaning supplies, equipment, tools, and materials required for the provision of the Goods and Services. Contractors shall maintain an adequate inventory of supplies in order to perform the Services required.

The Contractor will discontinue using any cleaning chemicals, materials or equipment which in the reasonable opinion of the Department Representative, or designate determines is unsuitable for the purpose, or may cause any damage to the building or pose any health risk to the users of the building.

A current copy of Material Safety Data Sheet (MSDS) for each chemical used on site is to be stored in a binder located at each janitorial closet and to be easily accessible to cleaning staff and the Department Representative or designate.

(b) Consumables: The City will furnish and pay for an adequate inventory of the following consumables:

- Paper products – toilet tissue, paper towels (folded or rolled to fit dispenser installed in each site), toilet seat sanitary protective covers;
- Garbage & Recycling Bags;
- Hand Cleaners;
- Hand Soap, Liquid (Pink Liquid, Lanolin)/Foam and Powdered hand soaps including dispensers;
- Organic Liners
- Sanitary Disposal Bags; and,
- Trash can liners.

5. CONTRACT SERVICES

5.1 The City prefers one (1) cleaning personnel for each facility who shall perform cleaning tasks services.

The Services will be performed as follows:

- Elgin Hall, two (2) days per week, **Tuesday** and **Thursday**, after 8:30pm;
- Sunnyside Hall, three (3) days per week, **Tuesday**, **Friday** and **Sunday**, after 10:00pm or before 9:00am next day;
- Kwomais Lodge/Sanford Hall. Three (3) days a week, **Wednesday**, **Friday**, and **Sunday**, 6:00am;
- Meridian Centre (Preschool), one (1) day per week, **Mondays**, after 9:00pm; and
- Elgin Centre (Preschool), three (3) days per week, **Tuesday**, **Thursday** and **Saturday**, after 6:00pm. (Some weeks closed from mid-June to early July)

5.2 Cleaning Tasks

During the course of the scheduled work, the cleaning personnel will be expected to carry out the following variety of services;

- (a) Keep the main entrance areas to the building clean at all times;
- (b) Pick up and collect litter, and recycling materials located within interior space(s) and pick up and collect litter, recycling, and tobacco waste within 10m of exterior entrances, and designated smoking areas for removal and disposal;
- (c) Interior and exterior doorway entrance floor surfaces shall be monitored and maintained in a safe condition free of slipping hazards;
- (d) Using an appropriate glass cleaner, completely clean both sides of all window glass in entry ways. All glass areas immediately adjacent to exterior doors, such as light panels, vestibules and double door airlock entries, including frames and sills, will be cleaned at this time. After cleaning, these surfaces will present a uniform appearance free of all streaks, smudges, fingerprints, non-permanent stains, lint, etc.;
- (e) Clean and maintain public areas as required, empty and clean garbage containers remove gum, remove posters, remove smoking debris and maintain smoking shelters;
- (f) Clean all corridors and utility areas daily;
- (g) Ensure that all stairwell areas are cleaned daily;
- (h) Spot clean handrails, doorknobs, and horizontal surfaces and vertical surfaces;
- (i) Clean all washrooms keeping them in clean and sanitary condition. Washrooms will be monitored as needed to ensure the cleanliness of the entire washroom throughout the scheduled work;
- (j) Ensure that the washrooms (WC) are fully re-supplied with the necessary sanitary supplies (e.g. toilet tissue, soap and towels);
- (k) Clean up of all body fluid spills of urine, feces, blood and vomit, including disinfection steps;
- (l) Clean, disinfect and maintain in clean and sanitary condition all change rooms, showers stalls, exercise rooms, and recreation spaces;
- (m) Clean lunch room(s) (break room(s) areas, as needed to ensure cleanliness;
- (n) Maintain the City's recycle program;
- (o) Replenish cleaning products and consumables in janitorial storage areas;
- (p) Notify the City's Facilities Work Control of light bulbs and tubes that may have burned out, or other maintenance issues (i.e. electrical, plumbing, etc.); and,
- (q) Perform such other general cleaning, as time may permit, or as directed by the Department Representative.

Special Instructions: No alkaline soaps, coarse scouring powders, coarse paste cleaners, solvents, paraffin, white spirits, gas and the like are to be used.

The City reserves the right to schedule daytime cleaning as required within the facility as service level areas and functions change, at no additional charge.

6. REGULAR CLEANING TASK SERVICES

The Contractor must perform the Services described in **Schedule A-1 Regular Cleaning Task Services Schedule** in a satisfactory manner, as determined within the direction of the City.

The areas to be serviced include, but not limited to the following:

- Reception and Lobby Areas
- Lunchrooms
- Mailroom
- Shower Areas (All)
- Photocopy and Print Rooms
- Enclosed Workstations/Closed Offices
- Kitchenettes
- Archival or Filing Areas
- Internal Staircases
- Conference Meeting Rooms (All Floors and all sizes.)
- Open Workstations / Cubicles
- Corridors/Hallways
- Locker Rooms
- Storage Areas and Closets
- Washrooms (WC)

Schedule A-1 – Regular Cleaning Task Services Schedule details general task frequencies. The City reserves the right to designate specific cleaning times for those service level area whose occupants require Services be performed during specific time period(s). Notwithstanding any time indicated in the schedules, at any time during the Term of this Agreement the City may give written notice of a change, addition, or deletion of the cleaning times specified. The Contractor shall adjust its service plans and schedules accordingly and submit a revised schedule to the City within five (5) working days after receiving notification from the City.

The Services shall be performed daily. subject to work schedules. Work schedules are not subject to change without the prior written approval of the Department Representative. In all cases, the Contractor shall work at the convenience of the occupant, all in accordance with the following Specific Cleaning Task Services Schedules.

All the Services hereunder and all activities of the Contractor shall be performed at times designated by or satisfactory to the City in accordance with the tasks/frequency schedule set forth in Schedule A-1. As set forth in a schedule, to be drafted by the Contractor, but subject to approval of the City, the Services shall be performed in such a manner as not to disrupt normal operations of the facility. The Contractor will also be subject to any special conditions set forth by the Department Representative with respect to the time that the work is performed. If special circumstances exist, as determined by the Department Representative, that preclude Services to be performed when ordinarily scheduled, the Contractor shall make its best efforts to have the Services done in the same day.

If there are any tasks listed in Schedule A-1 - Regular Cleaning Task Services Schedule which does not have a corresponding performance standard then the Contractor will be required to undertake such work in accordance with current industry best practices using products and equipment appropriate for the work, in each case, as determined by the City in its sole and absolute discretion.

Although the regular cleaning task schedules are intended to provide a thorough cleaning of the sites, there may be some specific areas that require special attention.

B. GENERAL CLEANING GUIDELINES AND TECHNICAL REQUIREMENTS

1. REGULAR CLEANING TASK AND GREEN CLEANING SERVICES GUIDELINES

1.1 The tasks outlined, and the frequencies discussed are not meant in any way to limit the scope of the Contractor's work, but rather as a guide to express the City's expectations

and establish preferred acceptable standards. Weather and building use may well dictate that additional tasks be completed to maintain this standard.

- 1.2 The Contractor shall perform the Services in accordance with these referenced **Regular Cleaning Task and Green Cleaning Services Guidelines** as set out in **Schedule A-3**. These Regular Cleaning Task and Green Cleaning Services Guidelines as written, are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of any detailed specifications does not minimize acceptable levels of service and only the best commercial practices are acceptable.
- 1.3 The City has established these cleaning performance work requirements to standardize and optimize the cleaning programs across the various City buildings. These performance standards include quality practices to ensure a clean, healthy and safe environment for the people who visit or work in the City buildings.
- 1.4 Neither the Regular Cleaning Task Services Schedule nor the Regular Cleaning Task and Green Cleaning Services Guidelines shall be used alone. Services omitted from the task schedules but mentioned or reasonably implied in the performance standards, or, vice versa, shall be considered as properly and sufficiently specified and shall be provided.
- 1.5 The Contractor shall thoroughly clean, sanitize and polish the building including washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, vestibules, furniture, fixtures and appliances.
- 1.6 During the on-going Pandemic the Contractor should perform an enhanced cleaning and disinfecting of high touch surfaces on workplaces and public areas in the sites to prevent the spread of the virus as part of the regular task cleaning services. This include tables, chair arm rests, desks, counter tops, telephones, fridges, microwaves, handrails, door handles and doorknobs, elevator buttons, light switches, and other high touch areas as determined by the Department Representative or designate. The Contractor should spray mist of the disinfectant on the hard surfaces that need to be disinfected such as tables, chairs arm rests, desks, telephones, handrails, etc. Make sure the surfaces are visibly wet but not enough to cause the liquid to pool. Allow the disinfectant to stay on the surface for ten minutes. After ten minutes, use paper towel to wipe up the excess and discard the paper towel immediately.
- 1.7 The Contractor shall employ appropriate cleaning techniques and use environmentally friendly cleaning products, materials and equipment to ensure a first-class professionally maintained appearance. The Contractor must use germicidal detergent in restrooms, locker rooms, food areas and drinking fountains. The Contractor must clean Plexiglas surfaces with a soft cloth and Plexiglas cleaner. The Contractor must clean and polish wood surfaces with a soft cloth and wood polish, using no water or detergents. Upon completion of general cleaning, all surfaces must be free from soil, smudges, fingerprints, gum, marks or streaks. General cleaning is not spot cleaning, rather, total surface areas within the building must be cleaned.

C. PROJECT SERVICES

1. GENERAL

- 1.1 It is a condition of this Contract that the City is not obligated at any time to make a request to the Contractor to perform Project Services. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Project Services or Extra Work that is required to be performed and the Contractor and its subcontractors, if any, shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Project Services or Extra Work and shall so carry on their work that other cooperating Contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- 1.2 Within the general scope of this Contract, Project Services may be required to meet the desired conditions and/or services not covered in the Services. Project Services must be performed in accordance with all provisions of this Contract plus any special provisions issued with respect to authorization.
- 1.3 The cost for Project Services will be determined at a cost mutually agreed upon by the parties. When Project Services are performed in conjunction with the Services, the Contractor shall not receive additional compensation for labour.

2. PROJECT WORK SCHEDULE

- 2.1 The City may invite the Contractor to provide a Quotation to perform Project Services as in accordance with **Schedule A-2 Project Cleaning Task Services Schedule**.
- 2.2 Project Services will be performed only when requested by the City. In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Project Services without first receiving prior approval of the work from the Department Representative, or designate, except in emergencies.
- 2.3 The Contractor shall notify the Department Representative or designate 72 hours in advance of such scheduled Project Services. The Contractor shall reschedule any work that the Department Representative or designate deems necessary to avoid unacceptable disruptions of normal City business.
- 2.4 The Contractor shall provide the Department Representative, or, designate a written detailed schedule listing:
- (a) the type of Project Services work to be done;
 - (b) the anticipated performance dates; and
 - (c) a written detailed schedule of the number of person hours to complete each task.

3. PERFORMANCE WORK REQUIREMENTS

- 3.1 The referenced **Project Cleaning Task and Green Cleaning Services Guidelines in Schedule A-4** as set out in Schedule A, as written are stated in general terms and in reference to the building(s) design, layout and/or condition. The lack and/or omission of

any detailed specifications does not minimize acceptable levels of service and only the best commercial practices are acceptable.

D. EXTRA WORK

1. The City may invite the Contractor to perform Extra Work.
2. The Contractor will be required to furnish all labour, materials/supplies and equipment, as required, to clean an area(s) for a special occasion, or on an emergency situation basis. The number of person(s) on the special/emergency cleaning crew shall be approved in advance by the Department Representative or designate.
3. The Contractor is under no obligation to accept an invitation to perform Extra Work and the City is under no obligation to offer work that might be undertaken by the Contractor as Extra Work.
4. The City is under no obligation to accept the Contractor's Quotation for Extra Work and may elect to have the Extra Work performed by others.
5. In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Extra Work without first receiving a written Change Order approving the work as Extra Work.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. CONTRACTOR'S PERSONNEL

1.1 The Contractor shall:

- (a) designate an on-site supervisor, who will be responsible for overall management and coordination of the work under the Contract. The on-site supervisor shall be available at all times during the specified cleaning hours and shall act as the central point of contact with the City. The Contractor shall provide to the Department Representative, or, designate the names, addresses and telephone numbers of such cleaning personnel and shall keep this information current at all times. The City has designated the Department Representative, or designate who will be the Contractor's point of contact for all day-to-day activities, questions and issues relating to the Services; and
- (b) provide fully trained and certified (Building Service Worker and Basic Building Operations course) cleaning personnel in sufficient numbers so as to meet the identified on-site needs for such Services, and to perform all of the aforementioned functions.

1.2 Contractual Employees:

- (a) must not have relatives or other personal visitors at the work site;
- (b) must not consume food or beverages in public view while in the performance of the cleaning duties;
- (c) may use during normal breaks and lunch period, the staff lunchroom(s);
- (d) must not consume alcoholic beverages nor use narcotics while in the performance of the cleaning duties, nor be under the influence when reporting to duty;

- (e) must not use the telephones (except in emergency), office equipment (e.g.) computers, photocopiers, radios, T.V. sets, or, any other equipment belonging to the City;
- (f) must not play radios or other sound equipment without the approval of the Department Representative, or designate;
- (g) must not fraternize with City staff, clients, tenants, or visitors to the building nor unnecessarily disrupt business while performing their contractual duties;
- (h) specifically assigned to carry out the Services will only be allowed to enter the Surrey Libraries building. Failure to abide by this requirement will subject the Contractor to default of the Contract;
- (i) must not interfere with building or staff property; and
- (j) must be able to communicate (speak, read and understand) the English language.

1.3 The City may require the Contractor to immediately remove any contractual employee(s) from the City premises for cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another City facility.

1.4 The City reserves the right for final determination of a contractual employee's suitability for assignment to a specific site. Problems of this nature will be addressed with the Contractor's management.

2. CONTRACTOR'S RESPONSIBILITIES

During the course of the day, the cleaning personnel will be expected to carry out the following variety of services

- (a) clean all washrooms (WC) keeping them in clean and sanitary condition. Washrooms will be monitored as needed to ensure the cleanliness (including clean-up of overflowed toilets, all body fluid spills of urine, feces, blood and vomit, including disinfection steps) in accordance with an agreed to time schedule. Report needed repairs to Department Representative or designate;
- (b) ensure that the washrooms are fully re-supplied with the necessary sanitary supplies (e.g. toilet tissue, soap and towels);
- (c) Clean up of all body fluid spills of urine, feces, blood and vomit, including disinfection steps;
- (d) spot clean (mop/sweep) muddy or wet areas;
- (e) frequent and intensive cleaning of lunchroom(s), (staff lounge(s)) areas, to ensure cleanliness;
- (f) clean all conference rooms/meeting rooms, on call after they have been used during the day to ensure that they are ready for re-use;
- (g) keep the main entrance areas to the building clean at all times including emptying ashtrays;
- (h) clean all corridors and utility areas daily;
- (i) ensure that all stairwell areas are free of debris and cleaned daily;
- (j) perform such other general cleaning, as time may permit, or as directed by the Department Representative, or designate;
- (k) replenish cleaning products and consumables in janitorial storage areas;
- (l) pick up, collect, dispose litter and empty bins within interior space(s) and 10m of exterior facility;

- (m) using an appropriate glass cleaner, completely clean both sides of all interior glass in entry ways, corridors (including bridges as applicable to site), vestibules, walls and windows. All glass areas immediately adjacent to exterior doors, such as light panels, vestibules and double door airlock entries, including frames and sills, will be cleaned at this time. After cleaning, these surfaces will present a uniform appearance free of all streaks, smudges, fingerprints, non-permanent stains, lint etc.;
- (n) disinfect handrails, doorknobs, and spot clean horizontal surfaces and vertical surfaces;
- (o) clean, disinfect and maintain in clean and sanitary condition all change rooms, shower stalls, exercise rooms and recreation spaces;
- (p) interior and exterior doorway entrance floor surfaces shall be monitored and maintained in a safe condition free of slipping hazards;
- (q) clean and maintain public areas as required, empty and clean garbage containers remove gum, remove posters, remove smoking debris;
- (r) inspect elevator cabs, spot clean doors, walls and flooring;
- (s) maintain the City's recycle program;
- (t) replenish cleaning products and consumables in janitorial storage areas;
- (u) notify the Department Representative of light bulbs and tubes that may have burned out, or other maintenance issues (i.e. electrical, plumbing, etc.); and
- (v) enhanced cleaning and disinfecting of high touch surfaces on workplaces and public areas in the sites on an "as required" basis.

3. TRAINING AND DEVELOPMENT

- 3.1 The Contractor shall provide an employee training program covering the safe and proper use of janitorial products and equipment, and all phases of the custodial maintenance and janitorial services including individual job responsibilities detailed in this Contract.
- 3.2 The plan must be acceptable to the City. The Contractor shall not begin work under this Contract until the Training and Development Plan, incorporating any changes required, has been approved by the City. The Contractor shall maintain and update the plan annually.
- 3.3 The Contractor shall update its training program to keep current with new procedures, products, equipment, and facilities from time to time.
- 3.4 The Contractor is required to submit monthly reports proving the compliance with the equipment purchasing and training requirements as stated in City's Green Cleaning Program. Additionally, it is expected that all staff are to be trained in accordance to the City's Green Cleaning Program. These reports shall illustrate a breakout of green/non-green products and reveal where the products will be used.
- 3.5 The Contractor must ensure cleaning staff and supervisors are trained on Green Cleaning procedures. The Contractor shall maintain and submit a monthly training log and equipment maintenance/purchasing log. The training log shall list the employees, training topics covered, and number of hours spent in training. The equipment log shall show a current equipment list that details the make/model of equipment, year purchased and condition, along with a record of maintenance activities.

4. APPEARANCE (UNIFORMS AND IDENTIFICATION BADGES)

- 4.1 Cleaning personnel shall arrive to work with a professional appearing uniform. The Contractor shall supply each cleaning personnel with sufficient uniforms so that uniforms are always neat and presentable and are in good condition. Uniforms must be recognizable as to the Contractor.
- 4.2 Uniforms are defined as clean, long or short-sleeved (no sleeveless, smocks or tank tops) shirt with collar, worn with pants (no mid-calf, Bermuda or short pants) accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same colour. Contractor is responsible for all uniforms and attire worn by custodial staff.
- 4.3 Employee Identification: The Contractor is to provide at its expense, clearly readable photo identification badges/cards. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave the City facility. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.
- 4.4 The Contractor shall be responsible and ensure that all employees are in compliance with these requirements.
- 4.5 All clothing and name badge maintenance and replacements will be the sole responsibility of the Contractor.
- 4.6 The uniform shall be compliant with all Occupational Health and Safety Standards as applicable.

5. INCLEMENT WEATHER

- 5.1 The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.

6. UNOCCUPIED SPACE

- 6.1 There may be times when a portion of the building becomes "unoccupied" for various reasons. Upon notice by the City, the Contractor will be instructed to cease cleaning the unoccupied area(s), and the City shall receive a credit based on the Global Square Footage Cost each day unoccupied. The total square footage of the unoccupied space will be multiplied by the Global Square Foot Cost and subtracted from the total monthly cost. Should the site become re-occupied, the full cost per month shall apply, unless such changes result in an increase or decrease in contract requirements.

6.2 In the event of a site undergoing renovations during the Term of the Contract, there will be no adjustments made to the Contract Price for services rendered related to the construction. As areas are decommissioned, the labour and materials which is attributed to those such areas will be used for construction clean-up at the site.

7. CONTRACTOR'S REPORTING METHOD (EMERGENCIES)

7.1 Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life and safety concerns shall be reported immediately, upon discovery to the City's Corporate Facilities Department, Work Control. The Department Representative or designate will provide the appropriate contact list to the Contractor for this purpose.

8. CONTRACTOR'S REPORTING METHOD (DAY-TO-DAY NEEDS)

8.1 All communications from Contractor's employees shall be directed through the Contractor's on-site supervisor using the on-site "Daily Report Logbook". At no time shall the Contractor's employees leave written messages, instructions or requests at City employee workstation or in offices.

8.2 The Contractor and the City shall cooperate in developing an on-site logbook, for communicating day to day needs, requests or observations requiring action by the Contractor or the City. Contractor's employees and the Department Representatives or designate shall review the logbook each workday for required actions and or responses to issues.

8.3 Any item requiring maintenance or repair such as: slow draining sinks or toilets, leaking fixtures or pipes, broken or cracked windows or glass, loose flooring, ceiling or wall tiles, inoperative or broken fixtures, lights, outlets and switches, shall be reported daily to the Department Representative or designate. A message can be left for follow through if the notification is after 4:00 p.m. Monday through Friday, or on weekends.

8.4 Contractor shall fax or e-mail a written report the next workday to the Department Representative, or designate, when an unusual occurrence, malfunction or property damage is noted or has occurred. Failure to provide the Department Representative or designate with this information will be considered a failure to perform and may lead to Contract termination.

9. QUALITY ASSURANCE PLAN

9.1 While time is of the essence with respect to the performance of the Services, quality assurance/quality control is of paramount importance to the success of the Services and the requirement for the provision of a competent and qualified quality control staff and for the implementation and adherence to the quality assurance plan cannot be overstated.

9.2 The Contractor will be required to develop and implement a Quality Assurance Plan acceptable to the City. The Contractor shall not work under this Contract until the Quality Assurance Plan, incorporating any changes required has been approved by the City. The Contractor shall maintain and update the plan annually. The Contractor's Quality Assurance Plan shall include:

9.2.1 General

- (a) The Contractor will establish, document, implement and maintain a Quality Assurance Plan and associated procedures throughout the course of the Contract to ensure that the Services comply with the requirements of the specifications;
- (b) The Department Representative, or designate, shall within a reasonable amount of time from receipt either approve the Quality Assurance Plan and procedures, or reject it, giving reasons for the rejections;
- (c) The Contractor shall rectify the deficiencies and resubmit a Quality Assurance Plan and associated Procedures for approval; and
- (d) Failure to establish, document, implement and maintain a Quality Assurance Plan and associated Procedures in accordance with this specification shall be deemed to be a default by the Contractor under the general conditions of this Contract.

The Quality Assurance Plan and Procedures information should be brief and concise and written in a format that can be easily understood by all parties.

9.2.2 The Plan

The plan shall include:

- (a) methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions;
- (b) methods of documenting and enforcing quality assurance operation, including inspections;
- (c) the format for the Contractor's Quality Assurance Report; and
- (d) method of controlling keys, access cards and locks.

9.2.3 The Procedures

The procedures shall include:

- (a) **Quality Assurance Files:** A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the Term of the Contract. This file shall be the property of the City and be made available upon request to the Department Representative, or, designate within ten days after completion or prior to termination of the contract. Final payment will be withheld pending receipt of quality assurance files;
- (b) **Quality Assurance Reports:** The Contractor shall submit to the Department Representative, or designate by close of business the fifth working day of each month, a Quality Assurance Report listing the result of the previous month's Quality Assurance Inspections; and

- (c) Acceptability: For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the Term of the Contract, to include any extension of contract term. The Contractor shall notify the Department Representative, or, designate in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Department Representative or designate.

10. JANITOR ROOM AND CONTRACTOR'S SPACES

10.1 Storage of Contractor's Equipment, Materials and Supplies

The City may provide at each floor a locked storage room(s) for the storage of equipment, materials, and supplies (cleaning chemicals and consumables), as may be necessary for the Contractor to carry out the Contractor's duties and obligations under this Contract. The City will not be responsible in any way for the Contractor's cleaning supplies, materials, equipment and consumables or personal belongings that may be damaged or lost by fire, theft, or accident. Equipment, materials and supplies (cleaning chemicals and consumables) shall only be kept in areas reserved for such equipment, materials and supplies (cleaning chemical and consumables). The Contractor will be responsible for adequately insuring its equipment stored on the City's premises against loss by fire, theft, accident, or otherwise.

The Contractor will not leave any soiled mops or cleaning cloths at the building and will remove and launder same on an as used basis.

The Contractor shall ensure that the storage room is locked when unoccupied by cleaning staff.

10.2 Maintenance of Storage Areas

10.2.1 The Contractor will be responsible to maintain custodial closets and/or storage areas in a clean, orderly and safe manner at all times. The Contractor shall ensure that basic equipment and cleaning chemicals are always available in these areas for emergency clean-up use by Contractor's staff during working hours. Contractor shall ensure that equipment and chemicals are stored in such a manner as to maintain the required access, paths and clearances to and from such items as electrical panels, hot water tanks, telephone racks or other similar items for regulatory requirements. The Contractor must ensure MSDS sheets for all cleaning chemicals are clearly posted.

10.2.2 Continued failure to maintain these areas in a safe and orderly fashion in violation of fire, and safety codes will be considered a failure to perform and will lead to contract termination.

10.2.3 No inflammable substances shall be permitted on or about the premises without the Department Representative's written consent. Cleaning waste and other materials wholly or partially impregnated with any inflammable substance shall be removed from the premises on the completion of each day's cleaning operations.

11. CITY'S REPORTING METHOD

- 11.1 The Department Representative or designate may use a fax form or e-mail to communicate with Contractor any concerns or problems that need to be resolved.
- 11.2 The Department Representative or designate shall be the first point of contact for the SCH, on all modifications or issues, unless other arrangements are provided and agreed to in writing.

12. TELEPHONE USAGE

- 12.1 Contractor shall not use City telephones. The City will bill Contractor for any unauthorized telephone calls, plus any costs for investigation and/or billing. Exceptions will be allowed for emergencies involving life or property.

13. BUILDING SECURITY

- 13.1 **Keys/security system codes:** The Contractor will be provided with keys, access cards and security system codes for the purposes of accessing the City buildings. The Contractor must not label the keys, access cards with the name of the City, or, make duplicate keys and shall take all care to prevent theft or loss of the keys and access cards. The Contractor shall provide a list of employee's name and addresses who are assigned or possess access cards, keys and security system codes. This list shall include the identification numbers of each access card, and key assigned. The Contractor shall provide and maintain a current record of all access cards, keys and provide it to the Department Representative, or, designate within 72 hours of Notice to Proceed. The Contractor shall not reassign any keys, or access cards, without prior approval from the Department Representative, or, designate. All keys and access cards shall be returned upon the termination or cancellation of this Contract. Failure to return keys and access cards to the Department Representative, or, designate within three (3) working days will incur a fee of \$100.00 per day. Contractor shall contact the Department Representative, or, designate, not later than 10:00 a.m. next day after discovery, of a lost or stolen key, or access card(s). The Contractor will be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or access cards, including re-keying doors, gates or locks.
- 13.2 In the event a master key is lost or duplicated, the City will replace all locks and keys for that system and the Contractor shall pay the total cost of replacement.
- 13.3 The Contractor shall use the keys and security system as properly instructed by the Department Representative or designate. If additional alarm system training is required, Contractor shall submit a written request to the Department Representative or designate. Training will be scheduled for a date and time acceptable to Department Representative or designate.
- 13.4 Charges due to responses to false alarms resulting from the Contractor's action or lack thereof will be deducted from the current monthly invoice or will be credited to a future invoice. This fee will be based on the current response fee charged to the City by the City's security contractor or local law enforcement agency. Continued alarm responses by the security contractor or local law enforcement agency due to Contractor's action or lack thereof will be considered a failure to perform and will lead to contract termination.

- 13.5 The Contractor shall be liable and responsible for any costs incurred in making changes to the security systems due to the contractor's wilful, negligent, or accidental release of security codes to unauthorized persons which results in breach of security or confirmed theft of goods or equipment owned by the City or its employees.
- 13.6 **Building security and access:** The Contractor will be responsible for the security of the building while working inside and for securing the facility upon departure. All exterior doors and ground floor windows shall be kept closed and locked while work is being performed in or about the office and building area. All building exits shall be secured/locked upon arrival of the cleaning crew; no exterior exits shall be left unlocked or blocked open during the shift. Any exterior exit being used to remove supplies, trash or equipment through shall not be blocked open or left unattended. These security procedures shall be strictly followed.
- 13.7 Only the Contractor and its employees are authorized access to the facility. Once a building is locked, the custodians will not open doors to allow a person to enter. Only people with the appropriate access key, card, security code and proper authorization shall be allowed in the building after hours. Interior door security shall be maintained in the individual areas within the building during the work shift. Doors to unattended rooms shall be closed and secured during the shift except while being serviced. Any problems or questions dealing with individuals requesting access without an entrance key, card or proper authorization or unauthorized people, theft or vandalism will be immediately reported by phone to the Department Representative or designate.
- 13.8 BREACH OF SECURITY SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THE CONTRACT.
- 13.9 The Contractor shall be allowed only in the areas specified in this Contract. Some areas may be considered off limits to the Contractor. Contractor shall be notified of any such areas.
- 13.10 The Contractor's employees shall leave the premises promptly upon completion of their work. Loitering more than 30 minutes prior to the beginning of the scheduled work shift or more than 30 minutes after the scheduled work shift shall not be permitted.
- 13.11 **Security checks for contractor's employees:** Upon the City's request, the Contractor shall provide to the Department Representative, or designate within 30 days of contract award/renewal, a letter verifying that each employee performing work under an Agreement has satisfactorily passed a criminal background check. All new contract employees shall be required to meet this condition prior to being assigned work. Work shall not be assigned to a new employee prior to receipt of such documentation by the Department Representative or designate. The Contractor shall maintain and make available a current listing of all employees' name and addresses performing work at all times. If at any time it becomes known that an employee of the contractor has a background in criminal activity that would prohibit working under this contract, the City can request the removal of the employee from the facility. The cost for these criminal background checks is the responsibility of the Contractor
- 13.12 **Security of documents and property:** All City property, materials and documents and all personal property of City employees are to be left undisturbed and are not to be handled, removed, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any breach, disclosure of confidential information, or, removal of City property by Contractor or Contractor's

employees shall be cause for the immediate removal of the employee from performing work. Continued documented violations will be considered a failure to perform and will lead to Contract termination.

Any liability, including but not limited to attorney fees, arising from any action or suit brought against the City because of Contractor's willful, negligent or accidental release of information, or theft of documents or property shall be borne by the Contractor.

14. HEALTH, SAFETY AND PROTECTION

- 14.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment as well as other potential hazards within the building. The Contractor shall provide its employees with all personal protective equipment and training required by Municipal, Provincial and Federal Regulations when using chemical cleaning products. The Contractor shall provide adequate supervision to ensure its employees are in compliance with this requirement.
- 14.2 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Contract. In performing work under this Contract, the contractor shall:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and City personnel performing or in any way coming into contact with the performance of this Contract;
 - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
 - (c) Take such additional precautions as the Department Representative, or designate may reasonably require for health, safety and environmental protection; and
 - (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate shall be grounds for termination of this contract in accordance with the Default Clause of this Contract.
- 14.3 **Damage Reports:** In all instances where City's property or equipment is damaged, the Contractor shall submit to the Department Representative, or designate a full report of the incident and extent of the damage – verbally within one hour, and in writing within 24 hours of the occurrence.
- 14.4 **Accident Reports:** The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative or designate within one hour of occurrence and a written follow-up report to the Department Representative or designate within 24 hours of the occurrence.

- 14.5 Chemical Spills: The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- 14.6 Hazard Communications: The Contractor must maintain two, updated Material Safety Data Sheet (MSDS) files on-site; one placed in the office of the Department Representative or designate and the second in the Contractor's storage room(s). Products which contain hazardous chemicals, must be labeled, tagged or marked with the following information:
- Identity of the hazardous chemical(s);
 - Appropriate hazard warning; and
 - Name and address of the chemical manufacturer, importer or other responsible party.
- 14.7 Personal Protective Equipment (PPE): The Contractor is responsible for conducting job assessments to determine the appropriate PPE necessary for the work being conducted and is responsible for its provision. Contractors must also be able to demonstrate that the employees have been trained in and conducted proper inspection, maintenance, and safe use of that equipment.

15. FIRE PRECAUTIONS

- 15.1 No inflammable substances shall be permitted on or about the premises without the Department Representative's written consent. Cleaning waste and other materials wholly or partially impregnated with any inflammable substance shall be removed from the premises on the completion of each day's cleaning operations.

16. SPECIAL EVENTS SUPPORT SERVICES OR EMERGENCY CALLOUTS

- 16.1 Special Event Support Services: The City may hold special events that occur at the sites. Some events will occur on the weekdays, weekends, days and nights. It may be requested at times that the Contractor assist the City in providing coverage for special events when requested. The Contractor shall support the events per the City's instructions, which may include set-ups, tear downs, pre-cleaning, mid-event cleaning, and post event clean-up activities, sometimes on very short notice. The City shall compensate the Contractor based on pre-established all inclusive hourly rates for the Extra Work (included in Schedule B Table C – Extra Work (On-Demand)). Special event cleaning duties must be well managed and are subject to the same high expectation levels as the routine cleaning services.
- 16.2 Emergency Callouts: The Contractor shall maintain a 365/24/7 emergency service for the duration of the Contract. The Contractor shall provide emergency cleaning personnel on an "as required" basis at any of the buildings listed in this RFQ. This service may be requested at any time day or night, weekends and statutory holidays. Normally, the services of one cleaner is required to handle emergency callouts, but two or more personnel shall be made available to respond in the shortest time possible, but no more than two (2) hours of receiving the call.

17. RESTRICTED ACCESS ROOMS REQUIREMENTS

- 17.1 Rooms designated as “Restricted Access” are not to be entered unless specifically instructed. When instructed to clean these areas, any article, piece of equipment or receptacle displaying information or materials **are not to be touched**. Garbage and debris identified and generated from “Restricted Access” rooms shall be placed in specified waste collection locations and is to be disposed of in the appropriate manner for such waste.
- 17.2 Rooms marked with **"NO CLEANING"** signs are not to be entered under any circumstances.
- 17.3 Any area(s) designated as “Restricted Access” will remain so, unless otherwise changed by the Department Representative or designate. The Contractor's employees will be accompanied by staff when cleaning is required in any of these areas. The Department Representative or designate may deem as it becomes necessary any area(s) restrictive or non-restrictive without notification to the Contractor.

18. WASTE MANAGEMENT

- 18.1 The Contractor should use the waste disposal unit located at the rear of each site (if available) for disposal of debris, trash and unsuitable recyclable materials collected under this Contract. The Contractor will be responsible to sort their own materials and put into the appropriate waste container(s). Failure to do so may result in additional charges to have it done by others for which costs shall be assessed back to the Contractor. The Contractor is solely responsible for any and all damages done, or regulations violated in the disposal of waste materials and for any other actions which the Contractor performs.
- 18.2 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.
- 18.3 The Contractor shall be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the Waste Management Act, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.

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SCHEDULE A-1 REGULAR CLEANING TASK SERVICES SCHEDULE

1. Elgin Centre

Task List	Frequency
PUBLIC AREAS/RESTROOMS/KITCHENS	
Empty, clean all waste receptacle containers	Each Shift
Transport recyclables to the South Surrey Recreation Centre	As needed
Clean telephones using germicide detergent	Each Shift
Clean all horizontal ledges below 2 metres including radiators, baseboards, sills, partitions, etc.	Each Shift
Clean all non-carpet floor surfaces, including dry mopping the floors	Each Shift
Vacuum all carpets, mats, etc., including corners and edges	Each Shift
Spot clean walls, doors, woodwork, partitions, etc.	Each Shift
Spot clean glass surfaces on walls and doors	Each Shift
Clean counter tops, sinks and surrounding walls	Each Shift
Clean all cupboard fronts/plumbing; restock dispensers	Each Shift
Clean all metal and painted surfaces including door hardware, handrails, grills, vents, exterior of refrigerators, microwaves	Each Shift
Check batteries (sink, automatic flush)	Each Shift
WASHROOMS	
Clean all surfaces of sinks, toilet seats, urinals, plumbing and fixtures with germicide detergent	Each Shift
Remove liners, clean all sanitary and waste receptacles with germicidal detergent and replace with new liners	Each Shift
Clean all receptacles, dispensers and tissue holders with germicidal detergent and restock	Each Shift
Clean all mirrors and brightwork	Each Shift
Clean, wet mop all floor surfaces with germicidal detergent	Each Shift
LIGHT FIXTURES AND VENTS/WINDOWS AND PLEXIGLASS	
remove insects	Monthly
full cleaning	Monthly
clean entrance glass, both sides	Each Shift
JANITOR ROOMS/BUILDING EXTERIOR	
Clean supply of mops, cloths etc.	Weekly
Litter pick-up/waste removal/ashtrays cleaned	Each Shift
Clean entrances, stairs, alcoves, etc.	Each Shift
Check locks, building safety issues	Each Shift

Note: Three (3) days per week, **Tuesday, Thursday and Saturday**, after 6:00pm

2. Meridian Centre

Task List	Frequency
PUBLIC AREAS/RESTROOMS/KITCHENS	
Empty, clean all waste receptacle containers	Each Shift
Transport recyclables to the South Surrey Recreation Centre	As needed
Clean telephones using germicide detergent	Each Shift
Clean all horizontal ledges below 2 metres including radiators, baseboards, sills, partitions, etc.	Each Shift
Clean all non-carpet floor surfaces, including dry mopping the gymnasium and fitness studio floors	Each Shift
Vacuum all carpets, mats, etc., including corners and edges	Each Shift
Spot clean walls, doors, woodwork, partitions, etc.	Each Shift
Spot clean glass surfaces on walls and doors	Each Shift
Clean counter tops, sinks and surrounding walls	Each Shift
Clean all cupboard fronts/plumbing; restock dispensers	Each Shift
Clean all metal and painted surfaces including door hardware, handrails, grills, vents, exterior of refrigerators, microwaves	Each Shift
WASHROOMS	
Clean all surfaces of sinks, toilet seats, urinals, plumbing and fixtures with germicide detergent	Each Shift
Remove liners, clean all sanitary and waste receptacles with germicidal detergent and replace with new liners	Each Shift
Clean all receptacles, dispensers and tissue holders with germicidal detergent and restock	Each Shift
Clean all mirrors and brightwork	Each Shift
Clean, wet mop all floor surfaces with germicidal detergent	Each Shift
LIGHT FIXTURES AND VENTS/WINDOWS AND PLEXIGLASS	
remove insects	Monthly
full cleaning	Monthly
clean entrance glass, both sides	Each Shift
JANITOR ROOMS/BUILDING EXTERIOR	
Clean supply of mops, cloths etc.	Weekly
Litter pick-up/waste removal/ashtrays cleaned	Each Shift
Clean entrances, stairs, alcoves, etc.	Each Shift
Check locks, building safety issues	Each Shift

Note: one (1) day per week, **Mondays**, after 9:00pm

3. Kwomais Lodge/Sanford Hall

Task List	Frequency
PUBLIC AREAS/RESTROOMS/KITCHENS	
Empty, clean all waste receptacle containers	Each Shift
Transport recyclables to the South Surrey Recreation Centre	As needed
Clean telephones using germicide detergent	Each Shift
Clean all horizontal ledges below 2 metres including radiators, baseboards, sills, partitions, etc.	Each Shift
Clean all non-carpet floor surfaces, including dry mopping the floors	Each Shift
Vacuum all carpets, mats, etc., including corners and edges	Each Shift
Spot clean walls, doors, woodwork, partitions, etc.	Each Shift
Spot clean glass surfaces on walls and doors	Each Shift
Clean counter tops, sinks and surrounding walls	Each Shift
Clean all cupboard fronts/plumbing; restock dispensers	Each Shift
Clean all metal and painted surfaces including door hardware, handrails, grills, vents, exterior of refrigerators, microwaves	Each Shift
Check batteries (sink, automatic flush)	
WASHROOMS	
Clean all surfaces of sinks, toilet seats, urinals, plumbing and fixtures with germicide detergent	Each Shift
Remove liners, clean all sanitary and waste receptacles with germicidal detergent and replace with new liners	Each Shift
Clean all receptacles, dispensers and tissue holders with germicidal detergent and restock	Each Shift
Clean all mirrors and brightwork	Each Shift
Clean, wet mop all floor surfaces with germicidal detergent	Each Shift
LIGHT FIXTURES AND VENTS/WINDOWS AND PLEXIGLASS	
remove insects	Monthly
full cleaning	Monthly
clean entrance glass, both sides	Each Shift
JANITOR ROOMS/BUILDING EXTERIOR	
Clean supply of mops, cloths etc.	Weekly
Litter pick-up/waste removal/ashtrays cleaned	Each Shift
Clean entrances, stairs, alcoves, etc.	Each Shift
Check locks, building safety issues	

Note: Three (3) days a week, **Wednesday, Friday, and Sunday**, 6:00am

4. Elgin Hall

Task List	Frequency
PUBLIC AREAS/RESTROOMS/KITCHENS	
Empty, clean all waste receptacle containers	Each Shift
Transport recyclables to the South Surrey Recreation Centre	As needed
Clean telephones using germicide detergent	Each Shift
Clean all horizontal ledges below 2 metres including radiators, baseboards, sills, partitions, etc.	Each Shift
Clean all non-carpet floor surfaces, including dry mopping the floors	Each Shift
Vacuum all carpets, mats, etc., including corners and edges	Each Shift
Spot clean walls, doors, woodwork, partitions, etc.	Each Shift
Spot clean glass surfaces on walls and doors	Each Shift
Clean counter tops, sinks and surrounding walls	Each Shift
Clean all cupboard fronts/plumbing; restock dispensers	Each Shift
Clean all metal and painted surfaces including door hardware, handrails, grills, vents, exterior of refrigerators, microwaves	Each Shift
Check batteries (sink, automatic flush)	Each Shift
WASHROOMS	
Clean all surfaces of sinks, toilet seats, urinals, plumbing and fixtures with germicide detergent	Each Shift
Remove liners, clean all sanitary and waste receptacles with germicidal detergent and replace with new liners	Each Shift
Clean all receptacles, dispensers and tissue holders with germicidal detergent and restock	Each Shift
Clean all mirrors and brightwork	Each Shift
Clean, wet mop all floor surfaces with germicidal detergent	Each Shift
LIGHT FIXTURES AND VENTS/WINDOWS AND PLEXIGLASS	
remove insects	Monthly
full cleaning	Monthly
clean entrance glass, both sides	Each Shift
JANITOR ROOMS/BUILDING EXTERIOR	
Clean supply of mops, cloths etc.	Weekly
Litter pick-up/waste removal/ashtrays cleaned	Each Shift
Clean entrances, stairs, alcoves, etc.	Each Shift
Check locks, building safety issues	Each Shift

Note: Two (2) days per week, **Tuesday** and **Thursday**, after 8:30pm

5. Sunnyside Hall

Task List	Frequency
PUBLIC AREAS/RESTROOMS/KITCHENS	
Empty, clean all waste receptacle containers	Each Shift
Transport recyclables to the South Surrey Recreation Centre	As needed
Clean telephones using germicide detergent	Each Shift
Clean all horizontal ledges below 2 metres including radiators, baseboards, sills, partitions, etc.	Each Shift
Clean all non-carpet floor surfaces, including dry mopping the floors	Each Shift
Vacuum all carpets, mats, etc., including corners and edges	Each Shift
Spot clean walls, doors, woodwork, partitions, etc.	Each Shift
Spot clean glass surfaces on walls and doors	Each Shift
Clean counter tops, sinks and surrounding walls	Each Shift
Clean all cupboard fronts/plumbing; restock dispensers	Each Shift
Clean all metal and painted surfaces including door hardware, handrails, grills, vents, exterior of refrigerators, microwaves	Each Shift
Check batteries (sink, automatic flush)	Each Shift
WASHROOMS	
Clean all surfaces of sinks, toilet seats, urinals, plumbing and fixtures with germicide detergent	Each Shift
Remove liners, clean all sanitary and waste receptacles with germicidal detergent and replace with new liners	Each Shift
Clean all receptacles, dispensers and tissue holders with germicidal detergent and restock	Each Shift
Clean all mirrors and brightwork	Each Shift
Clean, wet mop all floor surfaces with germicidal detergent	Each Shift
LIGHT FIXTURES AND VENTS/WINDOWS AND PLEXIGLASS	
remove insects	Monthly
full cleaning	Monthly
clean entrance glass, both sides	Each Shift
JANITOR ROOMS/BUILDING EXTERIOR	
Clean supply of mops, cloths etc.	Weekly
Litter pick-up/waste removal/ashtrays cleaned	Each Shift
Clean entrances, stairs, alcoves, etc.	Each Shift
Check locks, building safety issues	Each Shift

Note: Three (3) days per week, **Tuesday, Friday and Sunday**, after 10:00pm or before 9:00am next day.

SCHEDULE A-2 PROJECT CLEANING TASK SERVICES SCHEDULE

		PROJECT CLEANING TASK SCHEDULE												
Standard #	TASK (Refer to Standards)	FREQUENCY (times per year)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
301	Stairways	2			X						X			
	.1 Dust and Wash w alls													
	.2 Rails and Walls													
	.3 Steps and Landing													
302	All Resilient and Non-Resilient Floors - Washrooms and All other Floors	2			X						X			
	.1 General													
	.3 All floors (w ashrooms, stairs)													
303	All Carpet and Matting - All carpet	2			X						X			
	.1 Traffic Lanes .2 Mats .3 All Carpet													
	Professional scrub/ w ater extract carpet													
304	Ceilings/Walls	2			X						X			
	.1 General .3 Dust and Wash w alls													
	.2 High Dusting/Cleaning													
305	Venetian and Vertical Blinds/Curtains	2			X						X			
	.1 General													
	.2 Venetian Blinds / Vertical Blinds/Curtains (Professionally dry clean, wash tracks)													
	.3 Draperies/Tracks (Professionally dry clean, wash tracks)													
306	Vertical Surfaces, High Cleaning	2			X						X			
	.1 General: High Cleaning													
	.2 Task (Dusting)													
307	Furniture, Showcases, File Cabinets, Dividers, Drapes. Etc	2			X						X			
	.1 General													
	.2 Wash/polish furniture including w ood surfaces - trims, counters, tables & chairs													
	.3 Professionally clean upholstery													
	.4 Professionally clean fabric dividers													
308	Light Fixtures, Parabolic, Air and Wall	2			X						X			
	.1 Wash w all, door and ceiling vents													
	.2 Vacuum, Wash Air Difusers													
309	Windows and Plexiglas - Glass/Plexiglass/Lexan	2			X						X			
	.1 Clean Exterior Glass, Interior Glass													
	.2 Wash Inside including Partition													
	.3 Clean exterior w indow glass													
310	Storage Areas and Basements	2			X						X			
	.1 Project Standard													
311	Janitor Room and Contractor's Spaces	2			X						X			
	.1 Project Standard													
312	Building Exterior	2			X						X			
	.1 Project Standard													

Special Requirements:

<p>SPECIAL NOTE: Cleaners to be uniformed w ith picture I.D. tags (cleaners to also have pagr ALL PROJECT WORK TO BE CONFIRMED AND SCHEDULED PRIOR TO BEING UNDERTAKEN</p>

**SCHEDULE A-3
REGULAR CLEANING AND GREEN CLEANING TASK SERVICES
GUIDELINES**

and

**SCHEDULE A-4
PROJECT CLEANING AND GREEN CLEANING TASK SERVICES
GUIDELINES**

Schedules A-3 and A-4 may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2022-005 and proceed.

Hostname: <https://mft.surrey.ca>

Login ID: surreybid

Password: Welcome (Click on Login)

Locate Folder: 1220-040-2022-005

**APPENDIX 1
PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

"**multiple-employer workplace**" means a workplace where workers of 2 or more employers are working at the same time:

"**prime contractor**" means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: _____

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8. If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

APPENDIX 2

CONTRACTOR HEALTH & SAFETY EXPECTATIONS RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employer's and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found, or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g., Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work-related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your acts or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e., Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.

7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

15. Fire Prevention:

- a) Become familiar with Surroundings and emergency exit.
- b) Ensure aisles and exits are not blocked at any time.
- c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Headphones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015: August <u>15, 2014</u>

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply, they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Janitorial and Custodial Maintenance Services – South Surrey CRS Offsite Locations

RFQ No: 1220-040-2022-005

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search Standard Certificate of Insurance;
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s):

Please State Reason for the Departure(s):

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s):

Please State Reason for the Departure(s):

SECTION B-2

Fees and Payments

8. All prices quoted shall include all planning, administration, experienced and qualified labour, cleaning equipment, cleaning materials and finishes, record keeping, safety inspections, supervision, insurances and all other related costs for the completion of the Goods and Services identified in Schedule A. **The Fees are to remain firm for a period of twelve (12) months, Initial Term, and shall constitute all applicable laws, whether at the local, provincial or federal level, during the duration of the Term.**

Prices quoted are in Canadian Currency. Prices quoted exclude the GST. The GST is shown as a separate line item.

The annual Contract Price is paid in equal payment invoiced at the completion of each month service.

SERVICES

The Contractor shall provide a firm, fixed cost per month (**furnish all personnel, cleaning equipment, tools, materials (environmentally friendly cleaning supplies), and supervision**) for the initial Term for providing janitorial and custodial maintenance services in accordance with the provisions and requirements specified herein. With the exception of the Project Services, all costs associated with providing janitorial and custodial maintenance services shall be included in the stated prices.

TABLE A: SERVICES FIXED FEE SCHEDULE

Pricing to include:

- (a) All regular cleaning tasks daily, weekly, monthly and quarterly as per Schedule A-1 Regular Cleaning Task Services Schedule; and
- (b) Cleaning supplies as per Schedule A, Section 4.3. Materials (Environmentally Friendly Cleaning Products).

(Refer to Schedule A-1, Regular Cleaning Task Services Schedule)

Category	Enter Estimated # of Cleaning Personnel Provided	Enter Estimated Total Monthly Cleaning Service Hours	Enter 'Hourly Rate (Per Billable Hour)	Enter Price Per Month (C x D)	Enter Estimated Amount Year 1 (Per Month x 12)
A	B	C	D	E	F
1. LABOUR					
Elgin Centre (Preschool)			\$	\$	\$
Meridian Centre			\$	\$	\$
Kwomais & Sanford Hall			\$	\$	\$
Elgin Hall			\$	\$	\$
Sunnyside Hall			\$	\$	\$
TOTAL (LABOUR):					\$
2. MATERIALS Environmentally Friendly Cleaning Products. Contractor-furnished cleaning supplies <i>(Refer to Section 4.3 (a) of Schedule A)</i>				Enter Price Per Month	Enter Estimated Amount Year 1 (Per Month x 12)
Elgin Centre (Preschool)				\$	\$
Meridian Centre				\$	\$
Kwomais & Sanford Hall				\$	\$
Elgin Hall				\$	\$
Sunnyside Hall				\$	\$
TOTAL (MATERIALS):					\$
SUB TOTAL (LABOUR AND MATERIALS):					\$
GST (5%):					\$
TOTAL QUOTATION PRICE:					\$

TABLE B – PROJECT SERVICES FIXED FEE SCHEDULE

(Refer to Schedule A-2, Project Cleaning Task Services Schedule)

TASK ITEM No.	WORK ITEM	ESTIMATE D OCCASIONS	UNIT PRICE	AMOUNT
301	Stairways .1 Dust and Wash walls .2 Rails and Walls .3 Steps and Landing	2	\$	\$
302	All resilient and non- resilient floors Washrooms and all floors .1 General .3. All floors (washroom, stairs)	2	\$	\$
303	All Carpet and Matting – All carpet .1 Traffic Lanes 2.Mats 3. All Carpet Professional scrub/water extract carpet	2	\$	\$
304	Ceiling/Walls .1 General .3 Dust and Wash Walls .3 High Dusting/Cleaning	2	\$	\$
305	Venetian and Vertical Blinds/Curtains .1 General .2 Venetian Blinds/Vertical Blinds/Curtains (Professionally dry clean, wash tracks)	2	\$	\$
306	Vertical Surfaces, High Cleaning .1 General: High Cleaning. .2 Task (Dusting)	2	\$	\$
307	Furniture, Showcase, File Cabinets, Dividers, Drapes, etc. .1 General .2 Wash/polish furniture including wood surfaces - trims, counters, tables & chairs .3 Professionally clean upholstery .4 Professionally clean fabric dividers	2	\$	\$
308	Light Fixtures, Parabolic, Air and Wall .1 Wash wall, door and ceiling vents .2 Vacuum, Wash Air Diffusers	2	\$	\$
309	Windows and Plexiglas - Glass/Plexiglass/Lexan .1 Clean Exterior Glass, Interior Glass .2 Wash Inside including Partition .3 Clean exterior window glass	2	\$	\$
310	Storage Areas and Basements .1 Project Standard	2	\$	\$
311	Janitor Room and Contractor's Spaces .1 Project Standard	2	\$	\$
Subtotal:				\$
GST:				\$
TOTAL QUOTATION PRICE:				\$

TABLE C - OPTIONAL PRICING, MATERIALS (CONSUMABLES):

Optional Pricing - Materials (Consumables): The City may, at any time, request from the Contractor to furnish, pay for and maintain an adequate inventory of consumable cleaning supplies. Refer to Section 4.3 (b) of Schedule A. Please provide estimated pricing for each facility.

MATERIALS - Consumables <i>(Refer to Section 4.3 (b) of Schedule A)</i>	Enter Price Per Month	Enter Estimated Amount Year 1 (Per Month x 12)
3. MATERIALS (CONSUMABLES)		
Elgin Centre (Preschool)	\$	\$
Meridian Centre	\$	\$
Kwomais & Sanford Hall	\$	\$
Elgin Hall	\$	\$
Sunnyside Hall	\$	\$
Total:	\$	\$

There are no additional Fees to be paid to the Contractor other than the hourly rates charged for hours worked in the categories above. The City will only pay for the cleaning hours provided by the Contractor.

Standard, agreed upon rates will apply for all hours. No overtime for either regularly scheduled or special event personnel will be paid by the City for cleaning personnel supplied by the Contractor.

¹Hourly Rate (\$) Billing Rate shall include but not limited to:

- (a) is a fixed, all-inclusive hourly rate for the supply of the Services;
- (b) includes all vehicle, equipment and fuel costs;
- (c) includes all labour costs including wages, salaries, benefits, dues, holiday and vacation pay, employment insurance, workers' compensation insurance, training and all other charges, costs and expenses;
- (d) shall apply to all seasonal and weather-related conditions and whether or not the Services are provided during the normal scheduled hours or outside of normal scheduled hours;
- (e) takes into account Schedule A – Specifications of Goods and Scope of Services; and,
- (f) shall be in effect for the duration of the Contract subject to adjustment as provided in the Contract.

Extra Work (ON DEMAND)

The following are the maximum all-inclusive hourly rates (on-site) the Contractor may charge for the following personnel for approved demand emergency call outs and special events. The City will request a quotation based on these hourly labour rates. (Use the spaces provided and/or attach additional pages, if necessary):

No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

TABLE C – EXTRA WORK (On Demand)

Labour Classification	Maximum Hourly Labour Rates by Labour Classification	
	Straight Time/hr (excluding GST)	Overtime Rate/hr (excluding GST)
	\$	\$
	\$	\$
	\$	\$

For Extra Work please indicate how hourly rates are billed (i.e., 15 minutes increments) and if a minimum number of hours is charged:

If minimum charge out fees applies, please state below:

Terms of Payment:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

SECTION B-3

Time Schedule/ Janitorial Service Plan:

- Contractors should provide an overview of the janitorial services plan that you propose to implement including the Schedules attached hereto, including without limitation detailed staffing schedules by each shift and each day of the week for each site.

SECTION B-4

Experience, Reputation and Resources:

- Experience:** Contractor's relevant experience and qualifications in performing the Services similar in size, scope and complexity to those required by the Contract (use the spaces provided and/or attach additional pages, if necessary):

-
-
11. **References:** List current major customers that are comparable to City's requirements insofar as size and Green Cleaning requirements are concerned. Provide company name, telephone number, location and size (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

12. **Key Personnel:** Contractors should identify and provide the relevant background and experience of all key personnel proposed to provide the Goods and Services and a description of the responsibilities such personnel will have in the performance of the Services (use the spaces provided and/or attach additional pages, if necessary):

Name: _____

Responsibilities: _____

Experience: _____

13. Provide a detailed staffing plan. This plan should show proposed staffing levels by shift and **must be consistent with the annual hours as proposed in the Section B-2 Fees and Payments pricing table**. The staffing plan should include site managers, site supervisors, light duty cleaners, heavy duty cleaners, and other relevant positions. Personnel shall be experienced, skilled, conscientious, competent, and capable of performing the various work requirements.

14. **Equipment:**

Does your company maintain a list of the major equipment available for work at these sites? Are there methods of establishing the competencies to operate this equipment?

Yes No.

Contractor should provide a representative list of major equipment and size to be used for the performance of Services.

Does your company maintain all operating equipment in compliance with the manufacturers and any local legislative requirements? Yes No

Does your company conduct and maintain the applicable inspection and maintenance certification records for operating equipment? Yes No

SECTION B-5

TECHNICAL CRITERIA

15. Provide a detailed description of monitoring procedures that the Contractor will use to ensure that its cleaning personnel are performing their duties in accordance with the scope of Services. Provide sample report if available.

16. What follow-up steps would the Contractor take with individual personnel who are found not to be performing the required cleaning services?

17. What systems do you have in place to ensure that staff have access to clean laundered wet and dry mops and cleaning cloths?

18. Describe how you will ensure that the City's performance standards are adhered to and how you would maintain and monitor these performance standards.

19. **Training Program:** Describe your company's training program. Describe any refresher or upgrade training that your company provides for its existing employees, including examples of subjects covered, materials, and frequency.

20. **Quality Assurance Program:** Describe your Quality Assurance Program. Provide sample if available.

21. **Health and Safety:** Utilization of Occupational Health and Safety (OH&S) – Contractor should provide evidence of a current program in place, including Covid-19 safety guidelines. Provide a sample or example OH&S program with general safety program for all workers.

Do you have specific Health and Safety Training Program for supervisors?

Yes No

Do you have comprehensive COVID-19 guidelines in place? If yes, provide a copy.

Yes No

Have your employees received the required Health and Safety training and retraining?

Yes No

Corporate OH&S policy attached (please check the box to confirm).

22. Due to the current COVID-19 situation, the Contractor should provide response to the following (use the spaces provided and/or attach additional pages, if necessary):

(a) **Risk Mitigation Plan:** information that adheres to the current guidelines on HealthLinkBC and WorkSafeBC, that addresses at minimum, the following:

(i) preventative measures (e.g., social and physical distancing and supplies);

(ii) policies for employees related to sickness (e.g., the steps you are taking to protect the health and safety of your staff, your plan for employees who may have, or think they may have, been exposed to the virus, have tested positive or are exhibiting symptoms).

(b) **Business Continuity Plan:** for execution of Services provide information on how the Contractor is planning to minimize known and reasonably foreseeable impacts of COVID-19 on your workplace. This plan should address, at minimum:

- (i) Training for staff and back-up resources;
- (ii) Staff absences (e.g., planning for significant staff absences);
- (iii) Potential material supply; and
- (iv) Any other current or reasonably foreseeable COVID-19 impacts to the delivery of the Services.

23. **Sustainability:** Provide information on any initiatives, programs implemented (i.e., alternative fuel vehicles) that the Contractor has made that could be considered environmental, financial/economic, social/ethically sustainable value.

24. **Value Added:** Provide information that would be of some benefit and applicable in providing the best Services to the City.

25. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 202__.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)