



REQUEST FOR QUOTATION 4080Q
JANITORIAL SERVICES - WATERMANIA

Quotations will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **Tuesday, December 21, 2010 12:00pm noon.**

NOTES:

1. Three (3) copies of quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.

All queries related to the RFQ shall be submitted
in writing to the attention of:

Daianna Panni - Buyer I

email: purchasing@richmond.ca

The deadline for all enquiries is **Thursday, December 9, 2010 5:00 pm**

TABLE OF CONTENTS

PART A – INSTRUCTIONS TO BIDDERS..... 4

1.0 Description of Requirement..... 4

2.0 Contract Term- Intentionally Omitted 4

3.0 Pricing 4

4.0 Inquiries and Clarifications 4

5.0 Inspection of Site 5

6.0 Pre-Bid Meeting 5

7.0 Submission of Quotation..... 5

8.0 Conflict of Interest 6

9.0 Evaluation of Quotations 6

10.0 Acceptance and Rejection of Quotations 7

11.0 Award of Contract..... 7

12.0 Publication of the Results of the Request for Quotation..... 8

13.0 Quantities 8

14.0 Brand Names – Intentionally Omitted 8

15.0 Alternates and/or Variations to Specifications..... 8

16.0 Freedom of Information and Protection of Privacy Act (BC)..... 9

17.0 Confidentiality 9

18.0 Insurance 9

19.0 Bid Bond - Intentionally Omitted 9

PART B – GENERAL CONDITIONS 10

1.0 Definitions 10

2.0 Personnel 11

3.0 Sub-contractors..... 12

4.0 Independent Contractor..... 13

5.0 Assignment 13

6.0 Time of the Essence 13

7.0 Laws, Permits and Regulations..... 14

8.0 Inspection..... 14

9.0 Use of Premise 14

10.0 Responsibility For Supplies 14

11.0 Light, Power and Heat 15

12.0 Quality of Workmanship and Materials..... 15

13.0 Warranty 16

14.0 Indemnification and Insurance..... 16

15.0 Termination..... 18

16.0 Payments 19

17.0 Taxes 19

18.0 Non-resident Withholding Tax - Intentionally Omitted 19

19.0	Performance Bond	19
20.0	Protection of Person and Property	20
21.0	Clean Up	20
22.0	Character of Workers	20
23.0	Conduct of the Contract	21
24.0	Rectification of Damage and Defects	21
25.0	Failure to Perform	21
26.0	Dispute Resolution.....	22
27.0	Delivery - Intentionally Omitted.....	22
28.0	Changes in Requirements	22
29.0	WorkSafe BC Coverage/Prime Contactor	23

PART C – SUPPLEMENTAL GENERAL CONDITIONS 24

1.0	Furniture	24
2.0	Janitor's Room	24
3.0	Supplies and Equipment.....	24
4.0	Security	24
5.0	Guarantee.....	26
6.0	W.H.M.I.S. Legislation.....	25

PART D - REQUIREMENTS..... 26

PART E – QUOTATION FORM..... 45

Quotation Form.....	45
Undertaking of Liability Insurance	46
List of Subcontractors	47
List of Equipment	48
List of Previous Contracts.....	49

PART E – DISTRIBUTION LIST 50

REQUEST FOR QUOTATION 4080
JANITORIAL SERVICES - WATERMANIA

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for Janitorial Services - Watermania as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

2.0 Contract Term

- 2.1 Services will commence **Tuesday, February 1, 2011**. The contract shall be for a one (1) year period with the option to extend the contract for four one (1) year periods upon mutual agreement between the City and the successful bidder.

3.0 Pricing

- 3.1 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the sole responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be published on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City's website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

5.0 Inspection of Site

- 5.1 Where applicable, Bidders shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

PART A – INSTRUCTIONS TO BIDDERS

6.0 Pre-Bid Meeting

- 6.1 Note: There will be a pre-bid meeting conducted on **Wednesday, December 8, 2010 at 1:30pm**, with sign-in attendance forms. Please provide staff a business card upon arrival. Potential Bidders are asked to meet at Front counter – Watermania –14300 Entertainment Blvd, Richmond B.C. The City strongly encourages all potential Bidders to attend this session. No other sessions will be organised or arranged for this project

7.0 Submission of Quotation

- 7.1 The response to this Request for Quotations (RFQ) with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the “Closing Time”). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.
- 7.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 7.3 The Bidder shall submit three (3) copies of its Quotation in accordance with the instructions stated herein.
- 7.4 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form should be initialled by the authorized signatory in the spaces provided.
- 7.5 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.
- 7.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 7.7 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 7.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or

PART A – INSTRUCTIONS TO BIDDERS

arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

8.0 Conflict of Interest

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

9.0 Evaluation of Quotations

9.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:

- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
- b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
- c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the skills and experience of its personnel; number of workers/supervisors at location; man hours and number of staff on site per day; financial stability; track record; and references of current and former customers;
- d) equipment quality, configuration, age and condition; and
- e) interview, if required
- f) any other criteria set out in the RFQ.

9.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

9.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the

PART A – INSTRUCTIONS TO BIDDERS

materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.

9.4 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.

9.5 Preference may be given to Quotations offering environmentally beneficial products or services.

10.0 Acceptance and Rejection of Quotations

10.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:

- a) accept any Quotation;
- b) reject any Quotation;
- c) reject all Quotations;
- d) accept a Quotation which is not the lowest Quotation;
- e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
- f) reject a Quotation even if it is the only Quotation received by the City;
- g) accept all or any part of a Quotation; and
- h) split the Requirements between one or more Bidders.

10.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.

10.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

11.0 Award of Contract

11.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

11.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the

PART A – INSTRUCTIONS TO BIDDERS

Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions;
- b) Or any mutually agreed to amendments between the Bidder and the City;
- c) The Quotation; and
- d) The RFQ and any subsequent addenda.

11.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the successful Bidder is required to perform the Service at a site located within the City of Richmond, the successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.

11.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

12.0 Publication of the Results of the Request for Quotation

12.1 The City will publish the name of the successful Bidder on the websites listed in section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

13.0 Quantities

13.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

14.0 Brand Names – Intentionally Omitted

15.0 Alternates and/or Variations to Specifications

15.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

15.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

PART A – INSTRUCTIONS TO BIDDERS

15.3 The City is not obligated to accept any alternatives.

15.4 The City will determine what constitutes allowable alternatives and/or variations.

16.0 Freedom of Information and Protection of Privacy Act (BC)

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

17.0 Confidentiality

17.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.

17.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

18.0 Insurance

18.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

18.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.

18.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

18.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

19.0 Bid Bond – Intentionally Omitted

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part B, C, & D of this RFQ;

“City” means the municipal corporation, generally known as the City of Richmond.

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

PART B – GENERAL CONDITIONS

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“Quotation” means the Bidder’s response made on the Quotation form set out on Part E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C – Supplementary General Condition, Part D- Requirements; Part E – Quotation Form;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Work Site” means the site where the Work is being performed, Watermania @ 14300 Entertainment Blvd, Richmond B.C, V6W 1K3., unless otherwise stated in this RFQ.

2.0 Personnel

2.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work. City contracts shall not be used as training areas for contractor's personnel. Contractors to supply permanent type, experienced personnel for all City contracts. The contractor must supply a minimum of sixteen (16) man-hours per day at the work site. The contractor's work is to be carried out between the hours of 9:30 p.m. and 6:30 a.m. The contractor's staff will sign a City logbook upon arrival at the site, and again upon leaving the site. A minimum of one staff member who has a BCIT Building Service Worker training certification or City approved equivalent must be present at all times that the contractor is on site. Copies of training certificates are to be provided to the City. At least one staff member who is capable of speaking, reading and writing the English language must be at the site of the work at all times. The contractor shall at all times in connection with the execution of the work, keep and employ a competent supervisor and a sufficient number of

PART B – GENERAL CONDITIONS

senior assistants capable of speaking, reading and writing the English language, at least one of whom must be at the site of the work at all times while such work is under progress, and any explanations, orders, instructions, directions and requests given by the City to such supervisor or one of his senior assistants shall be held to have been given to the contractor.

2.2 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel then the Contractor will, on written request from the City, replace such personnel or sub-contractors. If staff changes are made, new personnel must be accompanied by experienced personnel for one shift, to become familiar with the building.

2.3 City's Own Forces and Other Contractors

a) The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City and apparent deficiencies in other contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

3.0 Sub-contractors

3.1 All sub-contractors are the responsibility of the Contractor.

3.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

3.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.

3.4 No sub-contractors will be permitted except those expressly named by the Contractor in Part E – Quotation Form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.

3.5 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the "Subcontractors").

PART B – GENERAL CONDITIONS

- 3.6 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.7 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

4.0 Independent Contractor

- 4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

5.0 Assignment

- 5.1 Subject to Sections 2 and 3, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the "List of Subcontractors" of Part E – Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

- 6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

PART B – GENERAL CONDITIONS

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract.
- 7.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Inspection

- 8.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.
- 8.2 All or any part of the work and all workshops or other places where material for the work is being prepared or stored, may be inspected by the City as often as the City shall deem it expedient, and the contractor shall afford him every facility and access requested by him and shall give him any and all information requested by him in connection therewith. No payment will be made for the cost to the contractor of any work or delay occasioned by such inspection and no extension of time will be allowed for any delay occasioned thereby
- 8.3 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Inspection of services will occur during the weekday hours and on a regular bi-weekly basis.
- 8.4 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

9.0 Use of Premises

- 9.1 The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located at the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

10.0 Responsibility For Supplies

- 10.1 The Contractor shall be responsible for all supplies and equipment as outlined in Part C – Supplementary General Conditions. The Contractor shall bear all risks of loss or damage to supplies and equipment once on site.

PART B – GENERAL CONDITIONS

11.0 Light, Power, and Heat

- 11.1 The City's supply of electrical energy will be available to the Contractor without charge. Burning of lights must be kept to a minimum; lights only to be used when working in specific areas. Turn out the lights when leaving areas.
- 11.2 The City's supply of water will be available to the Contractor without charge. The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged,

12.0 Quality of Workmanship and Materials

- 12.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 12.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 12.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.
- 12.4 When and as often as the City is not satisfied with the work done or being done, or with the manner or time in which it is being done under this contract, or with the kind or quality of materials supplied in connection therewith, it may give notice of its dissatisfaction to the contractor either verbally or in writing and the contractor shall immediately upon receipt of such notice do all things that are required to satisfy the City. Should the contractor refuse or neglect to so satisfy the City within the space of three (3) days from the receipt of such notice, the City may employ some other person to do or may itself do all things required to obtain such satisfaction, and for such purpose may use or allow the use of the contractor's plant and equipment, and all expense and costs consequent thereon or incidental thereto shall be charged to the contractor; provided that the employment of such other person or the doing of said work by the City itself shall in no wise affect the contractor's duties and liabilities hereunder nor in any wise relieve him from the performance and fulfilment of any or all of his covenants, undertakings, obligations and duties under this contract. The fact of the City not having disapproved of or rejected any part of the work or any of the materials supplied in connection therewith at the time of the City making an estimate hereunder or at any other time during the continuance of this contract shall not be

PART B – GENERAL CONDITIONS

deemed or be construed to be an acceptance of any such part of the work or any such materials.

13.0 Warranty

- 13.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 13.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 13.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 13.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 13.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

14.0 Indemnification and Insurance

- 14.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 14.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 14.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade

PART B – GENERAL CONDITIONS

marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

- 14.4 The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement
- 14.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 1. Contractual liability assumed under this agreement.
 2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.
 4. Cross liability.
 5. Automobile liability (non-owned, hired).
 6. Completed operations liability twenty-four (24) months after completed operations.
 7. Voluntary medical payments.
- 14.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 14.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the

PART B – GENERAL CONDITIONS

Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.

- 14.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law
- 14.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 14.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

15.0 Termination

- 15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) if the Contractor fails to perform services as outlined in this Request for Quotation, the Contractor will first receive a verbal warning. If the Contractor continues to fail to perform services as outlined in this Request for Quotation, after the verbal warning, the Contractor will be terminated.
 - c) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - d) any failure of the Contractor to meet the safety requirements of the Contract;

PART B – GENERAL CONDITIONS

- e) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
 - f) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 15.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 15.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

16.0 Payments

- 16.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

17.0 Taxes

- 17.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 17.2 Invoices shall show the appropriate amounts for HST.

18.0 Non-resident Withholding Tax – Intentionally Omitted

19.0 Performance Bond

- 19.1 The Bidder should include with its Quotation a letter from its bank that the Contractor has sufficient credit-worthiness to obtain from a Canadian Chartered bank an irrevocable perpetual demand letter of credit in the amount of no less than fifty (50%) percent of their bid price.

PART B – GENERAL CONDITIONS

19.2 The successful Contractor shall, within ten (10) days from the date of acceptance, provide a Performance Bond in the amount of fifty (50%) percent of the total Contract Price. The surety(s), issued by a surety company licensed to transact business in British Columbia, must be in a form and contain terms satisfactory to the City. Certified cheques and letters of credit in the amount of fifty (50%) percent of the total Contract price are acceptable in lieu of a Performance Bond.

20.0 Protection of Person and Property

20.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

20.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

21.0 Clean Up

21.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

22.0 Character of Workers

22.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- a) Lack of or failure to obtain any required Security Clearance;
- b) Intoxication;
- c) Use of foul, profane, vulgar or obscene language or gestures;
- d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- f) Any action which may constitute a public nuisance or disorderly conduct.

PART B – GENERAL CONDITIONS

22.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

23.0 Conduct of the Contract

23.1 The City of Richmond's Manager, Purchasing shall have the conduct of the RFQ and the Contract.

24.0 Rectification of Damage and Defects

24.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

25.0 Failure to Perform

25.1 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

25.2 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

25.3 In the event of the contractor at any time fails to comply with the provisions of this contract to the satisfaction of the City, the City immediately shall become empowered hereby to enter on the premises and to dismiss and discharge the contractor from further execution of the work, and to complete the same itself or employ some other person to complete the same; provided that the entire expense of the completion of the work, whether done by the City itself or by the employment of another person, shall be charged to the contractor; and further provided that the doing of such work by the City itself or by the employment of another person shall in no way relieve the contractor from any of his covenants, undertakings, duties and obligations under this contract, nor limit the rights and remedies of the City hereunder in any manner whatsoever.

PART B – GENERAL CONDITIONS

26.0 Dispute Resolution

- 26.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 26.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 26.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 26.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

27.0 Delivery – Intentionally Omitted

28.0 Changes in Requirements

- 28.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.
- 28.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

29.0 WorkSafe BC Coverage/Prime Contractor

- 29.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under

PART B – GENERAL CONDITIONS

this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

- 29.2 The Contractor agrees that it is the Prime Contractor for the purposes of the WorkSafe BC Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC's safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the WorkSafe BC and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the WorkSafe BC Act and Part 20 of the WorkSafe BC's Occupational Health and Safety Regulations.
- 29.3 The Contractor shall provide the City with the Contractor's WorkSafe BC's registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
- 29.4 The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafe BC' Compensation Board, including penalties levied by the WorkSafe BC.

PART C – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

1. Furniture

Any furniture that is moved for the convenience of cleaning must be returned to its original place. Chairs, stools and waste paper baskets, etc., must not be placed on desks, filing cabinets, etc. Window cleaning crew NOT to stand or step on furniture (desks, tables, etc.) unnecessarily.

2. Janitor's Room

All Janitor's rooms and equipment to be kept clean at all times.

3. Supplies and Equipment

All cleaning products will be supplied by the City. All toiletry supplies which need to be replenished (toilet paper, hand soap, paper towels, urinal blocks, sanitary disposal bin liners and baby change table liners) will be supplied by the City.

The contractor will be required to supply all cleaning equipment required to perform the contract. The contractor will store this equipment, except the Floor Burnisher on site at WaterMania. This equipment shall include, but not be limited to:

- Commercial Floor Scrubbing Machine
- Roller buckets and mop wringers
- Dust and corn brooms
- Dust pans
- Gum and window scrapers
- Mops and scrub brushes
- Rags and dusters
- Hoses, nozzles and quick release fittings
- Golden gloves and window squeegees
- Wet/Dry shop vacuum
- Floor burnisher (will be brought on site as required)
- Personal protective equipment including gloves, boots, aprons, goggles, face shields and respirators

4. Security

The Contractor shall be responsible for signing for a key and shall retain the same only for the duration of the contract and shall not cause or allow the key to be copied or duplicated. If the Contractor loses the key or has the key removed from his possession by

PART C – SUPPLEMENTAL GENERAL CONDITIONS

any person other than an agent or servant of the City, then the Contractor shall be responsible for the cost of converting or replacing the locks on such doors as may be deemed necessary by the City.

The Contractor shall be responsible for maintaining security on premises and shall only inactivate those areas being cleaned while they are being cleaned and shall immediately reactivate security system upon completion of the work.

The Contractor shall pay all costs associated with callout charges due to alarm activation by the contractor.

5. Guarantee

The work shall be guaranteed by the contractor. The contractor shall promptly upon receipt of notice in writing from the City so to do, make all repairs arising out of defective materials, workmanship and equipment. The City is hereby authorized to make such repairs. If(10) ten days after the giving of such notice to the contractor, the contractor has failed to make or undertake with due diligence said repairs; provided however, that in case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the contractor, and all expense in connection there shall be charged to the contractor.

6. W.H.M.I.S. Legislation

Provincial legislation, through amendments to occupational safety and health regulations covers the responsibility of the employer to provide:

- worker education on controlled products
- workplace labelling and identification

Employees who work with or wear controlled products will be expected to handle them in accordance with safety requirements; in addition, they will inform employers on how labels are illegible or have been accidentally removed.

PART D – REQUIREMENTS

PART D - REQUIREMENTS

CONTRACTOR'S STAFFING PARTICULARS

Number of workers and number of supervisors that the contractor will place on the job:

Workers: _____

Supervisors: _____

Man hours and number of staff per day.

Hours per day: _____

Number of staff: _____

Man hours/biweekly of supervisor on location: _____

Skills and experience of workers:

Skills and experience of supervisors:

PART D – REQUIREMENTS

SPECIFICATIONS

**JANITORIAL SERVICE - AQUATIC COMPLEX
14300 ENTERTAINMENT BOULEVARD, RICHMOND, B.C.**

1. FRONT ENTRANCE (EXTERIOR)

1.1 DAILY

- | | |
|---------------------------------|--------|
| A.) EXTERIOR ENTRANCE | Sweep. |
| B.) FRONT STEPS | Sweep. |
| C.) EXTERIOR GARBAGE CONTAINERS | Empty. |

Results expected:

Front entrance (exterior) free of litter and debris.

2 MAIN CORRIDOR/VIEWING AREA

2.1 DAILY

- | | |
|--------------------------------|---------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty, replace liners as required.
Clean container surfaces. |
| b.) WALL SURFACES | Spot clean as required to remove all marks.
Remove tape as required |
| c.) WATER FOUNTAIN | Clean with disinfectant cleaner. |
| d.) PAYPHONES | Clean with disinfectant cleaner including
handset, earpiece and mouth piece. |
| e.) FURNITURE | Clean all surfaces with disinfectant cleaner. |
| f.) HALLWAY PLANTERS | Remove garbage from planters. |
| g.) TILE FLOOR | Sweep/Vacuum thoroughly.
Spot damp mop any spills |
| h.) EPOXY FLOOR (Viewing Area) | Hose and scrub with disinfectant cleaner |

PART D – REQUIREMENTS

- i.) FLOOR MATS Vacuum thoroughly.
- j.) METAL DOORS AND FRAMES Spot clean both sides to remove all marks. Dust frames as required.

2.2 WEEKLY

- a.) TELEVISIONS Dust.
- b.) GARBAGE CONTAINERS Disinfect.
- c.) Tile Floor Scrub entire tile floor using Commercial Floor Scrubbing machine with Neutral Cleaner
Ensure Floor is dry before putting floor mats back in place

2.3 MONTHLY

- a.) AIR VENTS/AC DIFFUSERS AND ADJACENT CEILING TILES Vacuum, Dust, damp wipe.

2.4 QUARTERLY

- a.) LIGHTS AND CEILING TILES Dust.

Results Expected:

All receptacles to be emptied, cleaned and put back in proper place. No litter and dust balls to be left on floor and under furniture. All surfaces and furniture to be clean and free of marks, spots or stains. Any furniture moved during cleaning operation to be put back correctly.

3. WEIGHT ROOM

3.1 DAILY

- a.) FITNESS OFFICE INTERIOR (Excluded - Fitness staff responsibility)
- b.) FITNESS EQUIPMENT (Excluded - Fitness staff responsibility)

PART D – REQUIREMENTS

- | | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| c.) MIRRORS (ALL) | Clean with window cleaner. |
| d.) GARBAGE CONTAINERS | Empty. Replace liner as required.
Clean container surfaces. |
| e.) WATER FOUNTAIN | Clean with germicidal cleaner - faucet,
basin and exterior surface. |
| f.) WALLS | Spot clean as required to remove all marks.
Remove tape as required |
| g.) RUBBER FLOORING | Vacuum thoroughly, and damp mop.
Scuff marks to be removed as required.
Vacuum Under all equipment, including
treadmills |
| h.) PAPER TOWEL DISPENSERS | Refill as required. |

3.2 WEEKLY

- | | |
|-----------------|-----------------------|
| a.) TELEVISIONS | Dust Screens and Tops |
|-----------------|-----------------------|

3.3 MONTHLY

- | | |
|----------------------------------------------------------------------------|------------------------------------------|
| a.) LIGHT FIXTURES | Dust exterior of ceiling light fixtures. |
| b.) RUBBER FLOORING | Scrub or steam clean and deodorize |
| c.) WINDOW FRAMES AND CILLS | Dust |
| d.) CEILING DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES AND WALLS | . Vacuum, Dust, damp wipe |

Results Expected:

Floors cleaned, free of litter and dust balls, no mop streaks. All surfaces are free of marks, spots and stains. All overhead surfaces are free of cobwebs and dust build up.

4. FRONT RECEPTION AREA

4.1 DAILY

PART D – REQUIREMENTS

- | | |
|-----------------------------|----------------------------------------------------------------------------|
| a.) CLERK'S OFFICE INTERIOR | (Excluded - Office staff responsibility) |
| b.) GARBAGE CONTAINERS | Empty.
Replace liner as required.
Clean container surfaces. |
| c.) All Counters | Spray and Wipe dry with Multi Surface Cleaner. |
| d.) RUBBER FLOORING | Sweep or vacuum thoroughly and damp Mop.
Remove scuffmarks as required. |
| e.) WALL SURFACES | Spot Clean as required to remove all marks.
Remove tape as required. |

4.2 MONTHLY

- | | |
|----------------------------------------------------------------------------|-------------------------------------|
| a.) CEILING LIGHT FIXTURES | Dust exterior. |
| b.) CEILING TILES | Dust surface. |
| c.) RUBBER FLOORING | Scrub or steam clean and deodorize. |
| d.) CEILING DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES AND WALLS | Vacuum, Dust and damp wipe. |

Results Expected:

Granite countertop and front facing free of marks, streaks and stains.
Floors free of dust balls, lint and dirty mop streaks.

5. MEN'S STAFF/WOMEN'S STAFF CHANGE ROOMS

5.1 DAILY

- | | |
|------------------------|-------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty.
Replace liner as required.
Clean container surfaces. |
| b.) WALLS/CEILING | Spot clean as required to remove all marks. |

PART D – REQUIREMENTS

c.) WASHBASINS	Clean with disinfectant cleaner and wipe dry. No cross contamination.
d.) COUNTER TOPS	Clean with disinfectant cleaner and wipe dry.
e.) MIRRORS	Clean with window cleaner and wipe dry.
f.) FAUCETS	Clean with disinfectant cleaner and wipe dry.
g.) EXPOSED CHROME	Clean with disinfectant cleaner and wipe dry.
h.) TOILET BOWLS/SEATS	Clean inside/outside with disinfectant cleaner and wipe dry. No cross Contamination
i.) SHOWER FLOORS/WALLS	Hose and scrub using disinfectant cleaner. Clean drain.
j.) TOILETRY SUPPLIES	Replace as required.
k.) WOMEN'S TOILETS	Empty sanitary napkin disposal bins and replace waxed paper liner as required. Clean thoroughly. Disinfect interior of bin.
l.) CHANGE ROOM FLOORS	Hose and scrub using a cleaner/disinfectant. Avoid getting lockers wet. Clean drains.
m.) BENCHES	Clean with germicidal cleaner and wipe dry.

PART D – REQUIREMENTS

5.2 WEEKLY

- | | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| a.) METAL DOORS AND FRAMES | Spot clean both sides to remove all marks.
Clean door grills, pushplates and kickplates,
both sides. Dust frames as required. |
| b.) TOILET PARTITIONS | Clean all surfaces with germicidal cleaner.
Remove marks as required. |
| c.) SHOWER FLOORS/WALLS | Clean to remove any mould or algae growth
Use Tile and Grout Cleaner, Hose to remove |

5.3 Monthly

- | | |
|------------------------------------------------------------------|-----------------------------|
| a.) CEILING DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES | Vacuum, Dust and damp wipe. |
|------------------------------------------------------------------|-----------------------------|

NOTE: LOCKER CLEANING IS EXCLUDED AND IS THE RESPONSIBILITY OF POOL STAFF

Results Expected:

All surfaces to be free of dust, dirt, spots, marks, hair, odours, mould and mildew. Chrome or similar bright fixtures to be polished and free of marks, water stains, and dirt build up. All appropriate toiletry supplies replenished as required.

6. STAFF LUNCH ROOM

6.1 DAILY

- | | |
|-------------------------------------|-------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty. Replace liner as required.
Clean container surfaces. (disinfectant) |
| b.) FLOORS | Sweep or vacuum thoroughly. |
| c.) WALLS | Spot clean as required to remove all marks. |
| d.) PAPER TOWEL AND SOAP DISPENSERS | Refill as required. |
| e.) TABLES/CHAIRS | Clean all surfaces with multi-surface cleaner |

PART D – REQUIREMENTS

6.2 WEEKLY

- a.) FLOORS Damp mop using a cleaner/disinfectant.
Clean drain. NOTE: *hosing is not permitted in this area.*
- c.) METAL DOOR AND FRAME Spot clean both sides to remove all marks.
Clean door grills and kickplates, both sides.
Dust frames as required.

6.3 MONTHLY

- a.) DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES Vacuum, Dust and damp wipe.
- b.) LIGHT FIXTURES Dust exterior of ceiling light fixtures.
- c.) FLOORS Scrub with a drum style scrubber or steam clean.

Results Expected

Floors cleaned, free of litter, dust balls and mop streaks. All surfaces free of marks, spots and stains.

7.GUARD ROOM

7.1 DAILY

- a.) GARBAGE CONTAINERS Empty. Replace liner as required.
Clean container surfaces, with disinfectant cleaner
- b.) FLOORS Vacuum or sweep thoroughly.
- c.) WALL SURFACES/CEILINGS Spot clean as required to remove all Marks.

7.2 WEEKLY

- a.) FLOORS Damp mop using a disinfectant.
Clean drain. NOTE: *hosing is not permitted in this area*

PART D – REQUIREMENTS

7.3 MONTHLY

- | | |
|----------------------------------------------------------|------------------------------------------|
| a.) DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES | Vacuum, Dust and damp wipe. |
| b.) LIGHT FIXTURES | Dust exterior of ceiling light fixtures. |

Results Expected:

Floors cleaned, free of litter and dust balls. All surfaces free of marks, spots and stains.

8. FIRST AID ROOM

8.1 DAILY

- | | |
|----------------------------------------|------------------------------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty containers. Replace liner.
Clean container exterior surfaces,
with Disinfectant cleaner. |
| b.) COUNTER TOPS | Clean with disinfectant cleaner and wipe
dry. |
| c.) WASHBASIN/FAUCETS | Clean with disinfectant cleaner and wipe
dry. |
| d.) FLOORS | Sweep or vacuum thoroughly. |
| e.) WALLS/CEILING | Spot clean as required to remove all marks. |
| f.) PAPER TOWEL AND SOAP
DISPENSERS | Refill as required. |

8.2 WEEKLY

- | | |
|------------|---------------------------------------------------------------------------------------------------------------|
| a.) FLOORS | Damp mop using a cleaner/disinfectant.
Clean drain. NOTE: <i>hosing is not
permitted in this area.</i> |
|------------|---------------------------------------------------------------------------------------------------------------|

PART D – REQUIREMENTS

8.3 MONTHLY

- | | |
|----------------------------------------------------------|------------------------------------------|
| a.) LIGHT FIXTURES | Dust exterior of ceiling light fixtures. |
| b.) DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES | Vacuum, Dust and damp wipe. |

Results Expected:

A sanitized environment. Floor cleaned, free of litter and dust balls. All surfaces free of marks, spots and stains.

9. POOL DECK CHANGE ROOM CORRIDOR

9.1 DAILY

- | | |
|----------------------------|-------------------------------------------------------------------------------------------------------|
| a.) WALLS/CEILING | Spot clean as required to remove all marks. |
| b.) METAL DOORS AND FRAMES | Spot clean both sides as required to remove all marks.
Dust frames as required. |
| c.) FLOOR | Clean using a disinfectant cleaner.
Clean drains. Spot scrub as required to remove algae and dirt. |

9.3 MONTHLY

- | | |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| a.) LIGHT FIXTURES | Dust exterior of ceiling light fixtures. |
| b.) FLOORS | Scrub with a Floor scrubber or steam, using disinfectant cleaner
Clean to remove dirt and Algae |
| c.) DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES | Vacuum, Dust and damp wipe. |

Results Expected:

All surfaces to be free of litter, dust, dirt, spots, stains, marks, hair, odours, mould and mildew.

PART D – REQUIREMENTS

10.MEN'S/WOMEN'S/FAMILY CHANGE ROOMS AND CORRIDOR

10.1 DAILY

- | | |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty. Replace liner as required.
Clean container surfaces.
With disinfectant cleaner |
| b.) HAIR DRYERS | Clean exterior surfaces. |
| c.) WALLS/CEILINGS | Spot clean to remove all marks as required. |
| d.) METAL DOORS AND FRAMES | Spot clean both sides to remove all marks.
Clean door pushplates and kickplates, both sides. Dust frames as required. |
| e.) WASHBASINS | Clean with disinfectant cleaner and wipe dry.
Ensure no mould growth around sink gasket. |
| f.) COUNTERTOPS | Clean with disinfectant cleaner and wipe dry. |
| g.) MIRRORS | Clean with window cleaner and wipe dry. |
| h.) FAUCETS | Clean with disinfectant cleaner and wipe dry. |
| i.) EXPOSED CHROME | Clean with disinfectant cleaner and wipe dry. |
| j.) TOILET BOWLS/URINALS | Clean inside/outside with disinfectant cleaner and wipe dry.
Replace urinal pads as required. Scrub floors under the urinals to ensure no urine build up. |
| k.) TOILET SEATS
INSIDE/OUTSIDE | Clean with disinfectant cleaner and wipe dry.
No cross contamination. |

PART D – REQUIREMENTS

l.) TOILETRY SUPPLIES	Replace as required.
m.) SHOWER FLOORS/WALLS	Hose and scrub using a cleaner/disinfectant. Clean drains. Ensure no mould or algae growth
n.) FLOORS	Use floor scrubbing machine with disinfectant cleaner on all floor surfaces (use scrub brush for areas the machine can't access) . After scrubbing, hose all floor surfaces. Avoid getting the lockers wet. Clean drains. Remove gum as required.
o.) BABY CHANGE TABLES	Clean with disinfectant cleaner, interior and exterior surfaces. Do up restraint belts.
p.) BENCHES	Clean all benches with disinfectant cleaner and wipe dry.
q.) WOMEN'S CHANGEROOM	Empty sanitary napkin disposal bins. Replace sani-waxed lined bags. Spray disinfectant on inside of disposal bin.
r.) LOCKERS	Remove any garbage on top of the lockers.

10.2 WEEKLY

a.) TOILET PARTITIONS	Clean with disinfectant cleaner and wipe dry. Remove marks as required.
c.) PRIVATE CHANGE CUBICLES	Clean partitions with disinfectant cleaner and wipe dry. Remove marks as required.

10.3 MONTHLY

a.) DIFFUSERS/AIR INTAKE VENTS ADJACENT CEILING TILES	Vacuum, Dust and damp wipe.
b.) LIGHT FIXTURES	Dust exterior of ceiling light fixtures.

PART D – REQUIREMENTS

NOTE: LOCKER CLEANING IS EXCLUDED (Except as noted in 10.1 r) AND IS THE RESPONSIBILITY OF POOL STAFF.

Results Expected:

All surfaces to be free of dust, dirt, spots, stains, marks, hair, odours, mould, and mildew. Chrome or similar bright fixtures to be polished and free of marks, dry water stains and dirt build up. All appropriate toiletry supplies replenished as required. Lockers and benches are to be dry.

11. POOL DECK
(excluding waterslide and dive towers)

11.1 DAILY

- | | |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty. Replace liners as required.
Clean container surfaces, with disinfectant cleaner |
| b.) BLEACHERS | Sweep. Damp mop as required.
Pick up all garbage on and around bleachers.
NOTE: <i>Hosing is not permitted in this area.</i> |
| c.) WATER FOUNTAIN | Clean with disinfectant cleaner - faucet, basin and exterior surface. |
| d.) METAL DOORS AND FRAMES | Spot clean to remove all marks.
Dust frames as required. |

Results Expected:

All surfaces to be clean and free of litter, dust, dirt, gum, spots, stains, marks, hair, odours, mould and mildew.

12. MEN'S/WOMEN'S/DISABLED PUBLIC WASHROOMS

12.1 DAILY

- | | |
|------------------------|------------------------------------------------------------------------------------------|
| a.) GARBAGE CONTAINERS | Empty. Replace liners as required.
Clean container surface with disinfectant cleaner. |
|------------------------|------------------------------------------------------------------------------------------|

PART D – REQUIREMENTS

b.) COUNTERS	Clean with disinfectant cleaner and wipe dry.
c.) WATER BASIN/FAUCETS	Clean with disinfectant cleaner and wipe dry.
d.) MIRRORS	Clean with window cleaner and wipe dry.
e.) TOILET BOWLS/SEATS	Clean inside/outside with disinfectant cleaner and wipe dry. No cross contamination.
f.) WALLS/CEILINGS	Spot clean as required to remove all marks.
g.) METAL DOORS AND FRAMES	Spot clean both sides to remove all marks. Clean door pushplates and kickplates, both sides. Dust frame as required.
h.) EXPOSED CHROME	Clean with disinfectant cleaner and wipe dry.
i.) TOILETRY SUPPLIES	Replace as required.
j.) URINALS (MEN'S ONLY)	Clean and disinfect inside and outside surface. Replace urinal pads as required.
k.) FLOORS	Pick up all litter. Damp mop and scrub all floor surfaces with a disinfectant cleaner. Extra effort given to area under the urinals.
l.) SANITARY DISPOSAL BINS (WOMEN'S ONLY)	Empty sanitary napkin disposal bins. Replace sani-waxed lined bags. Spray disinfectant on inside of disposal bins.
m.) BABY CHANGE TABLES	Clean with disinfectant cleaner, interior and exterior surfaces. Do up restraint belts.

PART D – REQUIREMENTS

12.2 WEEKLY

- a.) TOILET PARTITIONS Clean all surfaces with disinfectant cleaner.
Remove marks as required.

12.3 MONTHLY

- a.) LIGHT FIXTURES Dust exterior of ceiling light fixtures.
b.) DIFFUSERS/AIR INTAKE VENTS Vacuum, Dust and damp wipe.
ADJACENT CEILING TILES

Results Expected:

All surfaces to be free of dust, dirt, spots, stains, marks, hair, odours, mould and mildew. Chrome or similar bright fixtures to be polished and free of marks, dry water stains and dirt buildup. All appropriate toiletry supplies replenished as required.

13. MULTI-PURPOSE ROOM

13.1 DAILY

- a.) GARBAGE CONTAINERS Empty. Replace liners as required. Clean container surfaces with disinfectant cleaner
b.) FLOOR Pick up all litter
Dust-mop wooden floor. Lightly damp mop, removing any spills and marks
Ensure debris is not pushed into closets.
c.) WALLS Spot clean as required to remove all marks.
Remove tape as required.

13.2 WEEKLY

- a.) FLOOR Burnish wood floor. Floor to be coated with Equinox.
b.) METAL DOORS Spot clean as required to remove all marks.
Dust frames as required.

PART D – REQUIREMENTS

13.3 MONTHLY

- | | |
|--------------------------------------------------------------------------------|------------------------------------------|
| a.) LIGHT FIXTURES | Dust exterior of ceiling light fixtures. |
| b.) DIFFUSERS/AIR INTAKE VENTS
ADJACENT CEILING TILES AND
ADJACENT WALLS | Vacuum, Dust and damp wipe. |

13.4 EVERY 4 MONTHS

- | | |
|-----------|---------------------------------------|
| a.) FLOOR | Strip and re-coat floor with Equinox. |
|-----------|---------------------------------------|

Results Expected:

Floors cleaned, free of litter and dust balls, no mop streaks. All surfaces are free of marks, spots and stains. All overhead surfaces are free of cobwebs and dust build-up.

14. JANITORIAL ROOMS

14.1 DAILY

- | | |
|----------------------------|------------------------------------------------------------------------|
| a.) WALLS/CEILINGS | Spot clean as required to remove all marks. |
| b.) FLOORS | Hose or sweep as required. |
| c.) METAL DOORS AND FRAMES | Spot clean both sides to remove all marks.
Dust frames as required. |
| d.) MOP SINKS | Clean drain. |

Results Expected:

Floors cleaned, free of litter, dust balls and hair. All surfaces free of marks, spots and stains. All supplies and equipment to be stored neatly in appropriate locations.

GLAZING CLEANING SPECIFICATIONS

All windows and door glazing is to be cleaned in accordance with the following specifications and schedule.

Note:

With the exception of the main entry doors and side panels, no facility exterior glazing cleaning is included in this contract.

PART D – REQUIREMENTS

Results Expected:

All glass windows and doors (whether partially or fully glazed), including frames, sills and ledges are to be free of dust, cobwebs, marks, spots, stains and streaks.

1. FRONT ENTRANCE

1.1 DAILY

- a) MAIN ENTRY DOORS AND SIDE PANELS (INTERIOR AND EXTERIOR)

1.2 MONTHLY

- a.) MAIN ENTRANCE exterior glazing only- clean with a tucker pole.

2. MAIN CORRIDOR/VIEWING AREA

Note:

The following glazing in this area is excluded from the contract:

- a) **The large area of window immediately opposite the main entrance, above the height of the double doors from the corridor to the wave pool**
b) **All glass block**

2.1 DAILY

- a) VIEWING AREA DOOR (BOTH SIDES)
b) DOUBLE DOORS FROM CORRIDOR TO WAVE POOL (BOTH SIDES)
c) DOUBLE DOORS FROM CORRIDOR TO MAIN POOL (BOTH SIDES)

PART D – REQUIREMENTS

2.2 WEEKLY

- a) ALL GLAZING IN THIS AREA, EXCEPT AS EXCLUDED ABOVE OR IDENTIFIED IN SECTIONS 2.1 AND 2.3, IS TO BE CLEANED ON A WEEKLY BASIS

2.3 QUARTERLY

- a) GLAZING BEHIND THE TWO CORRIDOR PLANTER AREAS

3. WEIGHT ROOM

Note:

The glazing inside the fitness office is excluded from the contract

3.1 DAILY

- a) ENTRANCE DOORS (BOTH SIDES)

3.2 WEEKLY

- a) ALL GLAZING IN THIS AREA, EXCEPT AS EXCLUDED ABOVE OR IDENTIFIED IN SECTION 3.1, IS TO BE CLEANED ON A WEEKLY BASIS

4. FRONT RECEPTION AREA

Note:

The glazing inside the clerk's office is excluded from the contract

4.1 WEEKLY

- a) ALL GLAZING IN THIS AREA, EXCEPT AS EXCLUDED ABOVE, IS TO BE CLEANED ON A WEEKLY BASIS

5. STAFF LUNCH, GUARD AND FIRST AID ROOMS

5.1 WEEKLY

- a) ALL GLAZING IN THIS AREA IS TO BE CLEANED ON A WEEKLY BASIS (NOTE THAT SPECIAL CARE IS TO BE TAKEN WHEN CLEANING DOOR WITH FILM COVERING)

PART D – REQUIREMENTS

6. MULTI-PURPOSE ROOM

6.1 DAILY

- a) ENTRANCE DOORS (BOTH SIDES)

6.2 WEEKLY

- a) ALL GLAZING IN THIS AREA, EXCEPT AS IDENTIFIED IN SECTION 6.1, IS TO BE CLEANED ON A WEEKLY BASIS (NOTE THAT SPECIAL CARE IS TO BE TAKEN WHEN CLEANING WINDOWS WITH FILM COVERINGS)

7. POOL DECK AREA

Note:

The following glazing in this area is excluded from the contract:

- a) **all skylights**
- b) **the three porthole windows at either end of the pool hall**
- c) **waterslide tower glazing**
- d) **the sections of windows just below the roof at the shallow end of the wave pool and above the blue waterslide**
- e) **the large area of windows immediately opposite the main entrance, above the height of the double door from the wave pool to the corridor**
- f) **the interior of the swim club offices**
- g) **the steam room**
- h) **all glass block**

7.1 MONTHLY

- a) ALL GLAZING ABOVE AND BETWEEN THE BLEACHER AREA
- b) THE POOL DECK SIDE OF ALL OFFICES, INCLUDING THE FRONT RECEPTION AREA, GUARD ROOM AND FIRST AID ROOM

7.2 QUARTERLY

- a) ALL GLAZING IN THIS AREA, EXCEPT AS EXCLUDED ABOVE OR IDENTIFIED IN SECTION 7.1 IS TO BE CLEANED ON A QUARTERLY BASIS

PART E – QUOTATION FORM

PART E – QUOTATION FORM

Quotation Form

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

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, General Conditions, Supplemental General Conditions, Requirements, Quotation Form, and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

TOTAL QUOTED PRICE OF \$ _____ **/MONTH X 12 = \$** _____

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation **excluding** H.S.T.

The undersigned Bidder agrees to complete the whole of the works within _____ working days of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

PART E – QUOTATION FORM

Undertaking of Liability Insurance

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

Dear Sirs:

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

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

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

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2010.

BY: _____ TITLE: _____

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

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

PART E – QUOTATION FORM

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

(If additional space is required, attach additional)

PART E – QUOTATION FORM

List of Equipment

The Bidder proposes to use the equipment listed below in carrying out the work covered by this Contract (list only the major pieces of equipment to be used):

Number of Units	Brief Description of Equipment (state its use, make, age, and general condition)	Check Whether: Owned by Bidder Rented/Leased	

(If additional space is required, attach additional)

PART E – QUOTATION FORM

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				

(If additional space is required, attach additional