



CITY OF GRAND FORKS
REQUEST FOR PROPOSAL
JANITORIAL SERVICES
2016 - 2019
PW2016-07-RFP

Date of Issue: September 13, 2016

Overview of the Requirements

The City of Grand Forks is seeking proposals for janitorial services for City operations for a three year period commencing on October 15, 2016 until October 14, 2019, with the option for subsequent annual terms (maximum 2 additional years).

The purpose of this Request for Proposal (RFP) is to solicit proposals from contractors (Proponents) interested in providing the above noted service. Note that the scope may change depending upon budget availability and availability of City staff. The Proposal will be evaluated in accordance with Section 3 of this RFP. Based on the evaluation, the City intends to select a proponent who, in the sole and unfettered opinion of the City, best meets the criteria as stated in Section 3.

Interested contractors must demonstrate their ability to achieve a high standard of quality in their services for projects of this nature, size, and complexity. All proposals marked "**City of Grand Forks, Janitorial Services, Confidential – Do Not Open**", will be received by **2:00 PM, local time on or before October 3rd, 2016**, at:

City of Grand Forks,
7217 4th Street
Grand Forks, BC
VOH 1H0
Attention: Corporate Officer
corporate@grandforks.ca

City of Grand Forks Designated Contact Person:

Attention: Daniel Drexler, Deputy Manager of Operations,
City of Grand Forks
Box 220, 7217 4th Street
Grand Forks, BC
VOH 1H0

Phone: 250.442.8266 ext 82805

E-mail: ddrexler@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

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1.0 REQUEST FOR PROPOSAL (RFP)

1.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) "City" means The Corporation of the City of Grand Forks;
- b) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent;
- c) "must", "mandatory", "will" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP";
- e) "Proposal" means a submission by a Proponent in response to this RFP;
- f) "should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

1.2 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, September 23, 2016**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on the City's website at www.grandforks.ca, BCbid and CivicInfoBC by 4:00 PM Wednesday September 28th, 2016. Questions received after the inquiry deadline will not be answered.

1.3 CLOSING DATE

1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "**City of Grand Forks, Janitorial Services, Confidential – Do not Open**", will be received at the office of the Corporate Officer, by **2:00 PM, local time, October 3, 2016**. Submissions will not be opened publicly.

Submissions must not be submitted by facsimile. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of notice of removal, stating clearly the reason(s) they feel their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. In this case, the City has no obligation to proceed.

1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the City's website at www.grandforks.ca, BCBid and CivicInfoBC. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information are obtained. All addenda must be acknowledged in your submission on the Certification Document.

1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 7 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered or emailed to the City's designated contact. All requests must be submitted in accordance with clause 1.2 herein.

1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

1.10 DOCUMENTS

A completed set of the forms from Schedule A, B, C, and D must be included with the proposal (Certification Document, Fees and Proponent Information, Checklist).

1.11 WORKERS COMPENSATION

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under contract, comply with the Workers Compensation Act (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

The proponent must provide a WCB number and clearance letter with their proposal (see Schedule C).

1.12 INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain during the currency of the contract commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under the contract to be with insurance companies satisfactory to the City.

The proponent must provide proof of Commercial General Liability Insurance in good standing (see Schedule C).

The proponent must provide proof of bonding. (see Schedule C)

1.13 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

1.14 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

1.15 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

1.16 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.17 DEFINITION OF CONTRACT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

1.18 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

1.19 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

1.20 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

1.21 PROPONENTS MEETING

Proponents meeting is scheduled for September 21, 2016 at 1pm local time at the Public Works Yard. 130 Industrial Drive. Grand Forks, BC, V0H 1H0. This meeting is mandatory and will include a brief tour of all facilities.

1.22 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

2.0 SERVICES

2.1 SERVICES

Following execution of the Contract, the successful Proponent will provide the City with individual work programs and associated fees for each project comprising the work for the term of the project. The scope of each work program will be defined, in consultation with the City, and the subsequent fees and scope will be agreed to between the parties.

2.2 PROPOSED SCHEDULE

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Proposed Date
Issue RFP	September 13, 2016
Mandatory Site meeting	September 21, 2016
Question Period closing	September 23, 2016
Addendum Posting deadline	September 28, 2016
Close RFP	October 3, 2016
Select preferred proponent	October 7, 2016
Contract in place with preferred proponent	October 13, 2016
Janitorial Services start date (Monday)	October 17, 2016

2.3 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the City's General Services agreement. A sample is attached as SCHEDULE F.

3.0 EVALUATION CRITERIA

3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process. "Schedule D – Mandatory Items Checklist" contains a checklist for all Mandatory Items required including but not necessarily limited to Schedule A, Schedule B, Schedule C, and Schedule D.

3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the criteria outlined in the SCORECARD, a copy of which is contained in Schedule E.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

As per the objectives of the City's Contracting Authority and Purchasing policy, the City encourages, as a preference, contracting agreements and purchasing criteria that promote reduction of greenhouse gases (GHG) and considers the life cycle costs of an acquisition rather than just the initial purchase price. The City shall give preference to contracts, equipment, machinery, vehicles and supplies that

incorporate green or sustainable business practices or technology. This preference shall form a part of the RFP and the evaluation criteria used to assess the proposal.

4.0 PROPOSAL FORMAT

4.1 NUMBER OF COPIES

One (1) bound or stapled physical copy or One (1) digital copy in PDF format of the Proposal should be submitted.

4.2 MAXIMUM PAGES

Proposals shall consist of a package of not more than 10 printed pages, excluding Appendices, and using a minimum font size of 12. All pages are to be consecutively numbered.

4.3 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Transmittal/Cover Letter (1 page)
- Table of Contents (1 page)
- Certification, Proposed Fees and Proponent Information documents: Signed by authorized company representative(s) (~4 pages)
- Main Body of the Proposal
- Appendices

The Main Body of the proposal must be organized under the following headings and limited to the maximum number of pages specified for each heading:

1. Understanding of the objectives and Contractor's approach to meeting those objectives (**1 paragraph to a maximum of 1 page**):

- The Proposal should demonstrate a clear and coherent understanding of the City's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
- Indicate why you are interested in the City as a client.

2. Contractor Experience (**1 paragraph to a maximum of 1 page**):

- Provide details of contractor's experience that is relevant to the City's needs and objectives.
- Provide examples of successful project delivery by key staff members.
- Indicate local knowledge and experience.
- Identify number of years Proponent has been in business.

3. Contractor Team (**1 paragraph to a maximum of 1 page**):

- Resumes of key personnel should demonstrate experience and expertise and be provided in an Appendix.

- Identify proposed sub consultants.
 - Demonstrate experience and expertise of the proposed team members.
 - Specify each team member's role and responsibility on previous projects.
 - Identify capacity of team to commit to City's objectives and priorities.
4. Approach to Project Management (**1 paragraph to a maximum of 1 page**):
- Timeline for completion of the workplan.
 - Describe systems used for planning, scheduling, and managing implementation services.
 - Describe the contractor's experience with dispute resolution.
5. Appendices:
- Proof of Insurance (minimum \$2,000,000 and the **City needs to be listed as additional insured at time of contract signing**), WCB Clearance letter and a City of Grand Forks Business Licence (if already obtained).
 - Other

5.0 REQUIREMENTS

5.1 SUMMARY OF REQUIREMENTS

The intent of this *Request for Proposal ("RFP")* is to establish an agreement with a qualified contractor who shall provide all qualified labour and supervision in connection with executing Janitorial Services as specified herein.

5.2 BACKGROUND

The City of Grand Forks is a city with a population of about 4000 located along Highway 3 between Osoyoos and Castlegar. The municipal area for Grand Forks is roughly 10.5 square kilometers.

5.3 PROJECT SCOPE

The work comprises of daily (Mon-Fri) janitorial services for

- the City Hall (approximately 4500sq ft for janitorial services)
- the Fire Hall (approximately 3000sq ft for janitorial services)
- the Public Works Building (approximate 2500 sq ft for janitorial services)
- the Waste Water Treatment Plant Building (approximate 500 sq ft for janitorial services)

and janitorial services on an as-required basis for:

- the Grand Forks Court Facility (approximately 1500sq ft for janitorial services)

5.4 PROJECT SPECIFICATIONS

Appendix A – Workplan of the Sample Janitorial Contract attached outlines the janitorial services required.

5.5 PRIME CONTRACTOR AGREEMENT

The successful Proponent will be required to sign a prime contractor agreement prior to commencement of any work for each year of the contract until the expiration of the contract.

SCHEDULE A - CERTIFICATION DOCUMENT

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: _____

Print Name and Title of Authorized Signing Officer(s): _____

Signature of Authorized Signing Officer(s): _____

Telephone Number: _____ Fax Number: _____

Cell Number: _____

E-mail address: _____

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Signed this _____ day of _____, 2016.

SCHEDULE B – FEES

	Item	Bid Unit Rate (\$)
1.	Fire Hall – Monthly Price	
	City Hall – Monthly Price	
	Public Works – Monthly Price	
	Waste Water Treatment Plant – Monthly Price	
	GST	
	Total Monthly Price (all 4 buildings)	

	Item	Bid Unit Rate (\$)
2.	Court House Court Facility - Daily Price	
	GST	
	Total Daily Price (1 building)	

POTENTIAL RATE INCREASE FOR YEAR 4: _____ %

POTENTIAL RATE INCREASE FOR YEAR 5: _____ %

SCHEDULE C - PROPONENT INFORMATION

1.1 LEGAL NAME AND ADDRESS

1.2 OWNERSHIP STRUCTURE

1.3 REFERENCES

Company	Contact Person	Telephone	Email

1.4 Proof of COMMERCIAL GENERAL LIABILITY INSURANCE (Type of coverage, carrier, and amount of coverage).

Attached: Yes _____ No _____

1.5 Proof of Bonding

Attached: Yes _____ No _____

1.6 WorkSafeBC INSURANCE NUMBER: _____ and CLEARANCE LETTER:

Attached: Yes _____ No _____

1.7 City of Grand Forks BUSINESS LICENCE NUMBER: _____

Attached: Yes _____ No _____

If successful, will purchase and provide prior to commencing: Yes _____ No _____

SCHEDULE D – MANDATORY ITEMS CHECKLIST

Mandatory Items	Check-off
One (1) stapled or bound copy of the entire proposal	
Schedule A – Certification Document	
Schedule B – Fees	
Schedule C – Proponent Information	
Schedule D – Mandatory Items Checklist	
Attended Mandatory Proponent Meeting on Sep 21, 2016	

Proposal must be received at the closing location by the specified closing date and time.

Date

Signature

SCHEDULE E – SCORECARD

1. **Understanding Our Objectives** – How well has the proponent demonstrated that they understand our unique objectives and circumstances (including green initiatives)?

10	8	6	4	2
----	---	---	---	---

High level of understanding, we're on the same wavelength

They are treating this as a generic project

2. **Their Schedule** – How well does the proponent’s timeline address our objectives and circumstances?

10	8	6	4	2
----	---	---	---	---

Excellent approach – covers all the bases in a logical manner

Their approach is narrowly focused – City staff will have to cover numerous other elements

3. **Their Team** – What resources is the proponent willing to commit to Grand Forks and how well can the proponents team deliver the goods to ensure successful projects?

5	4	3	2	1
---	---	---	---	---

Excellent Team with the right combination of experience, skills and local knowledge. The team is well led

Weaknesses noted in experience and skills. Capacity to meet deadlines is a concern

4. **Their Track Record** – What is the proponent’s track record regarding janitorial services?

20	16	12	8	4
----	----	----	---	---

Outstanding – a lot of experience and consistently satisfied clients

Not a lot of experience and/or some client dissatisfaction

5. **Financial Cost/Benefit to the City** – How well does the financial cost relate to a valuable benefit for the City?

20	16	12	8	4
----	----	----	---	---

Highly beneficial

Cost/Benefit ratio does not suite our current needs.

6. **Overall Impression** – What is the reviewers overall impression of the suitability of the proponent for this project?

10	8	6	4	2
----	---	---	---	---

Highly Impressed

Moderately impressed

Not very impressed

Total Score _____ / 75

Reviewed by: _____

Proposal Submitted by: _____

SCHEDULE F – SAMPLE – JANITORIAL SERVICES CONTRACT
CITY OF GRAND FORKS
CONTRACT AGREEMENT FOR
JANITORIAL SERVICES

This Agreement made and entered into this ____ day of October, 2016

BETWEEN:

(the “Contractor”)

AND:

The Corporation of the City of Grand Forks

7217 4th Street, P. O. Box 220

Grand Forks, B. C.

V0H 1H0

(the “City”)

WHEREAS:

- A.** The City wishes to engage the services of the Contractor to carry out the janitorial services in accordance with the *Work Plan*, attached as Appendix “A” – Work Plan;
- B.** The Contractor wishes to provide the services to carry out the janitorial services in accordance with the *Work Plan*,

NOW THEREFORE the City and the Contractor agree as follows:

1. The following documents, together with this Contract Agreement, constitute the Contract:
 - a) General Conditions
 - b) Contract Specifications
 - c) Appendix “A” - Work Plan
 - d) Appendix “B” – Prime Contractor Agreement
 - e) Contract Price

- 2. The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract Documents.
- 3. The City undertakes and agrees to pay the Contractor, in Canadian funds, for the performance of the Contract in accordance with the amount stipulated in the Contract Documents.
- 4. The Contractor and the City for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5. If either party desires to give notice to the other party under or in connection with the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by registered mail or by hand to:

The City at: The Corporation of the City of Grand Forks
 7217 4th Street, P. O. Box 220
 Grand Forks, B. C. V0H 1H0

The Contractor at:

- 6. The Contract remains in effect until 12:00 a.m. (midnight), October 14th, 2019, unless otherwise terminated in accordance with its terms. The City reserves the right to offer an extension to the contract by one year at a time for up to 2 years.

IN WITNESS WHEREOF the parties hereto have caused their respective signatures to be affixed (in the case of the City) in the presence of their duly authorized individuals.

_____)
 Authorized Signing Officer)
)
)
)
)
)
)
)

PART 1

GENERAL CONDITIONS

GENERAL CONDITIONS – TABLE OF CONTENTS

ITEM

- 1.1 Scope of Work
- 1.2 Whole Contract
- 1.3 Labour Standards
- 1.4 Assignment of Contract
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- 1.8 Contractor's Right to Stop Work or Terminate Contract
- 1.9 Voluntary Arbitration
- 1.10 Qualifications of Workmen
- 1.11 Indemnity
- 1.12 Permits and Regulations
- 1.13 Compliance with Workers Compensation Act
- 1.14 Payment
- 1.15 Payment Withheld
- 1.16 Changes in Work
- 1.17 Insurance
- 1.18 Inspection of Work
- 1.19 Contractor's Relationship to City

1.1 **Scope of Work**

This Contract is for the supply of all labour, materials, supervision, machines, tools, and any incidentals necessary to provide janitorial services in accordance with the following General Conditions and all other terms of this Contract.

1.2 **Whole Contract**

The Contract Documents constitute the whole of the agreement between the parties and no verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms herein contained.

1.3 **Labour Standards**

The Contractor shall comply with the requirements of the *Employment Standards Act, the Workers' Compensation Act* of the Province of British Columbia and the Provincial legislation regarding wages and labour regulations.

1.4 **Assignment of Contract**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion hereof, or its right, title or interest therein, or its obligations hereunder without written consent of the City. No subcontractor shall be engaged without the written permission of the City.

1.5 **City Business Licence**

The Contractor shall at all times during the term of this Contract be in possession of a valid business licence issued in its name and pertaining to the Work being performed under this Contract.

1.6 **City's Right To Do Work**

If the Contractor should refuse or fail to supply adequate workmanship, products or machinery and equipment for the scheduled performance of the Work, or neglect to execute the Work properly, or fail to perform any of the provisions of this Contract, then the City may notify the Contractor, in writing, that the Contractor is in default of its contractual obligations, and instruct the Contractor to correct the default within two (2) calendar days.

If the correction of the default cannot be completed within the two (2) calendar days specified, the Contractor shall be considered to be in compliance with the City's instructions if it commences the correction of the default within the specified time, and, in addition, provides the City with an acceptable schedule for such correction and completes the correction in accordance with such schedule.

If the Contractor fails to comply with these provisions, the City may, without prejudice to any other right or remedy it may have, correct such default and may deduct the cost thereof from payment then or thereafter due the Contractor.

1.7 **City's Right to Terminate the Contract**

If the Contractor should:

- a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or
- b) fail to make sufficient payments due to its subcontractors or suppliers; or
- c) disregard laws or ordinances or the City's instructions; or
- d) abandon the Work; or
- e) otherwise violate the fundamental conditions of the Contract;

the City shall, by written notice, instruct the Contractor to correct the default within five (5) calendar days. If the default is not corrected within five (5) calendar days, then the City may, without prejudice to any other right or remedy it may have, terminate the Contract.

If the City terminates the Contract under the conditions set out above, the City shall be entitled to:

- a) finish the Work by whatever method it may deem expedient but without undue delay or expense;
- b) withhold any further payments to the Contractor until the Work is finished;
- c) upon completion of the Work, determine the full cost of finishing the Work, including compensation to the City for its additional services and a reasonable allowance to cover the cost of any corrections required under the guarantee, and charge the Contractor the amount of which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.

The City and the Contractor both agree that the City, at its sole discretion, and for any reason, on giving 90 days' notice in writing to the Contractor may terminate this contract and the City and the Contractor shall have no further obligation to one another.

1.8 **Contractor's Right To Stop Work Or Terminate The Contract**

If the City should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, the Contractor may, without prejudice to any other right or remedy it may have, by giving the City five (5) days written notice, hold the City in default.

The Contractor may notify the City in writing that the City is in default of its contractual obligations if the City, subject to requirements of these General Conditions, fails to pay to the Contractor when due any amount provided for in this Contract or awarded by arbitrators.

Such written notice shall advise the City that if such default is not corrected within fifteen (15) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the Work and terminate the Contract for fundamental breach.

If the Contractor terminates the Contract under the conditions set out above, it shall be paid for all Work performed.

The Contractor and the City both agree that the Contractor, at its sole discretion, on giving 90 days' notice in writing to the City may terminate this Contract, and the City and the Contractor shall have no further obligation to one another.

1.9 **Voluntary Arbitration:**

If both parties agree, in the case of any dispute arising between the City and the Contractor as to their respective rights and obligations under this Contract, or in the event of an alleged breach of this Contract, either party may give to the other notice of such dispute and request arbitration thereof. The parties may agree to submit such matters to arbitration by a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act* of the Province of British Columbia. The decision of the arbitrator shall be final and binding and each party shall bear its own costs of the arbitration.

No action at law shall be commenced by either the Contractor or the City until the arbitration proceedings have been dispensed with.

The Contractor shall not cause a delay of the Work while the arbitration proceedings are pending or in progress.

1.10 **Qualifications of Workmen**

The Contractors shall at all times enforce discipline and good order among its employees. Any persons employed in the Work who become intoxicated, intemperate, disorderly, incompetent or willfully negligent shall be removed from the Work.

1.11 **Indemnity**

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, damages, recoveries, and judgments of every nature and description brought or recovered against the Contractor, or the City, by reason of any act or omission or alleged act or

omission of the Contractor, its agents, employees or subcontractors in the execution or purported execution of the Work.

1.12 **Permits and Regulations**

The Contractor, at its own expense, shall procure all permits, certificates and licences required by law for the execution of the Work.

1.13 **Compliance with Workers' Compensation Act**

The Contractor shall ensure compliance, on its part and on the part of all its subcontractors with the *Workers Compensation Act* and the Industrial Health and Safety Regulations.

In any case, where pursuant to the provisions of the *Workers' Compensation Act* an order is given to the Contractor, or one of its subcontractors in respect to their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed or required by the Act or Regulations thereunder, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations, then the City may issue written notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the City shall not relieve the Contractor of responsibility for injury, loss of life or damage which may occur in the situation.

In the event that the Contractor refuses or fails to comply with an order under the *Workers' Compensation Act* or Regulations therein so that the performance of the Work is stopped, the City may, upon written notice, terminate the Contract and proceed in accordance with Item 1.7.

The Contractor shall, during the terms of this Agreement, maintain Workers Compensation Insurance in order to fully protect both its employees and the City as may be required by the law during the term of this Agreement, and shall on demand, if requested by the City, show proof of payment and good standing with the Board.

1.14 **Payment**

The City shall, upon receipt of an invoice for payment from the Contractor, pay the Contractor the amount agreed to and as outlined in the Contract Documents.

1.15 **Payment Withheld**

The City may withhold or nullify the whole or part of any payment in the following circumstances:

1. when the Contractor is not performing the Work satisfactorily in accordance with this Contract
2. when defective Work is not being remedied;
3. when the Contractor is failing to make prompt payments as they become due to subcontractors or for material or labour;

When subcontractors or suppliers of materials are not receiving prompt payment, the City may make payment to such subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

1.16 **Changes in the Work**

The City may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. The value, if any, of such changes shall be taken into account in ascertaining the final amount of the Contract Price. All such Work shall be executed under the conditions of the contract.

No extra Work shall be carried out and no charge shall be made, unless authorized in writing by the City.

If the Contractor claims that any instructions by the City involves extra costs under this Contract, it shall give the City written notice thereof immediately, and it shall then follow the instructions of the City regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved, it shall be paid.

When there is a change in the Work not covered by the Contract Prices, the value of such a change shall be determined by agreements on a lump sum in each instance between the City and the Contractor.

1.17 **Insurance**

Prior to commencing any Work under the Contract, the Contractor shall, at its own expense, obtain and maintain in force at all times during the Contract, insurance providing coverage to the Contractor, any subcontractor performing Work provided by this Contract and the City, as named insured, in policies of insurance providing coverage called for by this article. Such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. Each policy shall contain a clause stating that the policy shall not be cancelled or materially changed without the insurer giving at least fifteen (15) days notice by registered mail to the City.

Insurance coverage referred to in this article shall be by an insurance company and in a policy of insurance acceptable to and approved by the City. The Contractor shall deposit with the City certified copies of the policies for all insurance herein required.

The Contractor shall insure against public liability and property damage for amounts equal to or greater than those listed below:

PUBLIC LIABILITY

Two Million Dollars (\$2,000,000.00) for death or injury to any one or more persons arising from any one occurrence.

PROPERTY DAMAGE

One Million Dollars (\$1,000,000.00) for damage to property arising from any one occurrence.

ALTERNATIVELY

Two Million Dollars (\$2,000,000.00) all-inclusive risk policy covering public liability and property damage.

The deductible or reimbursement for any policy required under this section shall not exceed Five Thousand Dollars (\$5,000.00) per claim.

1.18 **Inspection of Work**

The City and its representatives shall at all times have access to the Work whenever it is in progress. Periodic inspections of the Contract area will be made by the Staff appointed by the City to verify that the service supplied by the Contractor is adequate in all respects. Such periodic inspections shall not relieve the Contractor in any way from making its own inspections to ensure that the Work is being satisfactorily performed.

1.19 **Contractor's Relationship to the City of Grand Forks**

It is understood and agreed that the relationship of the Contractor to the City under the provisions of this Contract is one of an independent Contractor, and nothing herein contained shall be construed as creating any employer-employee relationship between the City and the Contractor.

APPENDIX A – WORKPLAN

	D A I L Y	T W I C E W E E K L Y	W E E K L Y	T W I C E M O N T H L Y	M O N T H L Y	Q U A R T E R L Y	T W I C E Y E A R L Y	Y E A R L Y
City Hall								
Clean computer screens and copiers	X							
Empty waste baskets	X							
Damp wipe waste baskets			X					
Empty recycle bins					X			
Empty paper shredders in Offices			X					
Dust furniture main floor				X				
Dust furniture upper floor				X				
Dust window sills						X		
Clean main floor washrooms	X							
Clean upper floor washrooms	X							
Restock all tissue and towel dispensers	X							
Wash basement floors								X
Clean elevator					X			
Spot clean walls and doors				X				
Wash all walls								X
Clean all light fixtures								X
load dishwashers and turn on			X					
Clean phones and disinfect			X					
Clean windows – inside only							X	
Clean stairways			X					
Clean lunch room	X							
Shampoo carpets and fabric chairs								X
Strip floors								X
Polish floors								X
Sweep floors in storage areas						X		
Clean picture frames and glass							X	
Clean stairs to clock							X	

	D a i l y	T W I C E W E E K L Y	W E E K L Y	T W I C E M O N T H L Y	M O N T H L Y	Q U A R T E R L Y	T W I C E Y E A R L Y	Y E A R L Y
City Works Yard								
Clean computer screens and copier			X					
Restock all tissue and towel dispensers	X							
Clean men and women washrooms	X							
Clean coffee counter and dishes	X							
Vacuum and wash floors in office area	X							
Dust pictures on walls					X			
Clean windows in front entrance					X			
Clean windows in other office areas					X			
Wipe down walls in office area					X			
Clean phones and disinfect					X			
Clean lunch room	X							
Empty garbage bins	X							
Load dishwashers and turn on	X							
Strip floors								X
Polish floors				X				
Sweep floors in storage areas						X		
Dust all desks and shelving in all offices					X			
Vacuum stores room (upon request)								

	D A I L Y	T W I C E W E E K L Y	W E E K L Y	T W I C E M O N T H L Y	M O N T H L Y	Q U A R T E R L Y	T W I C E Y E A R L Y	Y E A R L Y
Waste Water Treatment Plant								
Restock all tissue and towel dispensers			X					
Clean washrooms			X					
Wash floors in office area			X					
Clean windows in front entrance and office area					X			
Wipe down walls in office area					X			
Clean all light fixtures								X
Clean phones and disinfect					X			
Empty garbage bins			X					
Strip floors								X
Polish floors						X		
Sweep floors in storage areas						X		
Dust all desks and shelving in all offices (upon request, but no more than monthly)								

APPENDIX B – PRIME CONTRACTOR AGREEMENT

THE CORPORATION OF THE CITY OF GRAND FORKS

7217 – 4TH STREET, BOX 220 - GRAND FORKS, BC V0H 1H0 - FAX 250-442-8000 - TELEPHONE 250-442-8266



Re: _____ Project# __2016-__ - __|

For the purposes of this contract, the successful Proponent, **Company Name** shall be deemed the "Prime Contractor" as defined under the regulations of the Worker's Compensation Act. The Contractor shall be responsible for meeting all requirements associated with this role.

"The Contractor shall be responsible for safety management for all persons who are present within the boundaries of the work site including but not limited to the Contractor's workers, the Subcontractor's workers, the Corporation or Engineer or any other inspector or agent appointed by either of them and other Contractor's workers and anyone else."

"The Contractor shall be responsible for safety management for all persons who are present within the boundaries of the work site including but not limited to the Contractor's workers, the Subcontractor's workers, the Corporation or Engineer or any other inspector or agent appointed by either of them and other Contractor's workers and anyone else."

Date _____

Date _____

Dolores Sheets

Name

City of Grand Forks
7217 4th Street,
Grand Forks, BC, V0H 1H0
Phone: 250.442.8266
dsheets@grandforks.ca

Contractors Company Name
Address
City
phone:
email: