

# FINANCE & ADMINISTRATION

## REQUEST FOR PROPOSALS

Janitorial Services  
RFP50156

Release date: March 8, 2017

Proposals will be received up to  
3:00:00 pm local time on Tuesday, March 28, 2017

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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# 1. INSTRUCTIONS TO PROPONENTS

## 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) requires the services of a qualified firm to provide janitorial services (Services) for various Municipal buildings, more fully described in Part 2, Services Description. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to provide these Services.

## 1.2. Definitions

- 1.2.1. **Proponent:** An individual or company who submits a proposal.
- 1.2.2. **Successful Proponent:** the proponent whose proposal is selected for award.
- 1.2.3. **Independent Contractor:** a Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

## 1.3. Proposal Deadline

- 1.3.1. Proposals will be received up to **3:00:00 pm** local Nova Scotia time on March 28, 2017 at the address listed below:

Civic: Municipality of East Hants  
Lloyd E. Matheson Centre  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Mail: Municipality of East Hants  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Mike Hatfield

- 1.3.2. Proposals must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Proposal Deadline. Please allow sufficient time to be served by staff.

## 1.4. Proposal Submission

- 1.4.1. Proponents shall submit their proposal in one package containing two envelopes. Each envelope, and the outer packaging, must have the Proponent's name clearly indicated.
- 1.4.2. The Technical Proposal shall consist of three printed copies of the Proponent's proposal and one electronic copy on USB or other electronic media. The Technical Proposal may not include the pricing information requested in Appendix A.
- 1.4.3. Envelope 1 will contain the Technical Proposal, including Appendix B and Appendix C, and shall be labelled:
- "RFP50156 - Janitorial Services Technical"**
- 1.4.4. Envelope 2 will contain the Pricing Proposal, including Appendix A, and shall be labelled:
- "RFP50156 - Janitorial Services Price"**
- 1.4.5. The outer package in which Envelopes 1 and 2 are sealed must be labelled:
- "RFP50156 - Janitorial Services"**
- 1.4.6. Although minor inconsistencies in labelling will not be cause to invalidate a proposal, the Proponent must ensure that the Competition Number is clearly visible on the outer packaging, especially when sending by courier or other means, to ensure the package is recognized as a proposal and received

as described herein for consideration. East Hants will not be responsible to consider proposals which are not clearly marked.

- 1.4.7. The Proponent must ensure that all copies they submit are identical in terms of content. East Hants will not accept any responsibility for omissions or errors in a Proponent's proposal or copy thereof and may reject any proposal where East Hants determines, in their sole opinion, such differences are material to understanding the proposal.

## 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to the attention of:

Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. There will be a site briefing on March 14, 2017 beginning at 9:00 AM local Nova Scotia time in the Lloyd E. Matheson Centre and will visit the other identified locations afterward. The site briefing is not mandatory, but Proponents are recommended to attend.
- 1.5.4. Inquires will be accepted up until March 21, 2017 at 3:00 local Nova Scotia time.
- 1.5.5. Proponents are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Proponent acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

## 1.6. Proposal Acceptance (Privilege Clause)

- 1.6.1. East Hants reserves the right to accept or reject any or all proposals.
- 1.6.2. All proposals become the property of East Hants once submitted.
- 1.6.3. Late proposals will be rejected and will be returned unopened. Faxed proposals will not be accepted. Emailed proposals will not be accepted. Incomplete proposals may be rejected.
- 1.6.4. Any proposal that does not include all of the information required in this RFP will be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the proposal.
- 1.6.5. This document and Request for Proposal process does not constitute a call for tenders.
- 1.6.6. Proponents undertake any expenditure related to the submission of a proposal at their own risk.
- 1.6.7. This Request for Proposals neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.8. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents (see Proposal Evaluation Criteria). East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of East Hants.



- 1.6.9. East Hants reserves the right to accept or reject all or any Proposals, and to not accept the lowest Proposal. East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not strictly compliant with the instructions in the Request for Proposals document.
- 1.6.11. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent for services and to finalize service arrangements in the best interests of East Hants.
- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants.
- 1.6.15. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same.
- 1.6.16. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.17. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.
- 1.6.18. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.6.19. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.20. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Proponents must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award.
- 1.6.21. Proponents shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.
- 1.6.22. Proponents are advised to no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. This process and the procurement of Goods and Services, if any, resulting from this RFP process will be subject to the [Atlantic Provinces Terms and Conditions, Goods and Services](#) and the terms and

conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.

- 1.6.24. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, choose to accept or reject it;
- not to accept the lowest bid price; or
- alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.

- 1.6.25. Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

- 1.6.26. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

## 1.7. Proposal Openings

- 1.7.1 East Hants will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

## 1.8. Proposal Validity

- 1.8.1. Proposals shall remain valid for acceptance for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

## 1.9. Rates and Total Cost

- 1.9.1. East Hants has specified certain tasks it sees as necessary and the frequency with which it believes such tasks need to be completed in the Services Description and the Proponent is to provide pricing on this basis.
- 1.9.2. The Year 1 Cost is based on 11 months only. Any annual or semi-annual cost must be included in the Cost Year 1 lump sum. The Year 2 cost is based on 12 months. In order to be compliant, the Proponent's proposal must include pricing for all Locations.
- 1.9.3. The Proponent is to include the costs for the consumable items listed in Part 2: Services Description. The Total Cost provided will include all of the costs associated with providing these consumable items, including all costs associated with the ordering, warehousing, transportation and supplying to East Hants that the Proponent may incur. The Proponent will be expected to deploy the consumables where specified in the Services Description as part of the lump sum Total Cost.

- 1.9.4. The Proponent is responsible to ensure that their proposal indicates the Total Cost to provide the Services for each location, including all costs the Proponent will incur and for which they expect to be reimbursed, except Harmonized Sales Tax (HST).
- 1.9.5. This work is being conducted with public funds and therefore may be subject to access to information requests. In order to operate in a fair and transparent manner, the name of the Successful Proponent and the lump sum costs provided by the Successful Proponent may be made public after award. However, East Hants believes the disclosure of individual unit costs or rates may be harmful to the competitiveness of Bidders and therefore will not publish or provide unit rates related to this or any competition, nor will they release any Proposal, or part thereof, without consulting the Proponent first, unless required to in law.

#### 1.10. Proposal Requirements

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Section 2, Services Description. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
- 1.10.2. The Proponent must clearly and concisely describe in their proposal how they propose to deliver the Services, including, but not limited to, the following:

##### 1.10.2.1. Staffing Plan and Training Program:

- 1.10.2.1.1. Description of how they will obtain and train the staff necessary to complete the Services. In the event the Proponent intends to use existing employees and not obtain additional staff for this work, they must still describe how the requirements and the minimum acceptable performance standard will be communicated and verified;
- 1.10.2.1.2. Description of on-going staff training, including training provided in-house, around such topics as Occupational Health and Safety, WHIMIS, hygiene, current commercial cleaning practices, etc.;
- 1.10.2.1.3. Indicate if the Proponent performs background checks or provides bonding or other assurances for their employees and supervisors.
- 1.10.2.1.4. Describe the exceptions when Services will not be provided (holidays, etc.);
- 1.10.2.1.5. Description of procedures for discipline and correction of behaviour;
- 1.10.2.1.6. Storm day policy and procedures, if any; and
- 1.10.2.1.7. Description of uniforms, if any, and how employees will be identified while completing the Services. East Hants may require some form of visually distinct method of identifying janitorial staff for the Term of this agreement.

##### 1.10.2.2. Quality Control:

- 1.10.2.2.1. East Hants has indicated their quality expectations and some of the measures it will use to assess quality, however we have not set requirements as to how the Proponent can achieve them. The Proponent must describe their quality control program, including the frequency and nature of inspection and verification.
- 1.10.2.2.2. Discuss cleanliness, hygiene and safety. What processes and procedures does the Proponent use to ensure cleanliness, prevent contamination of surfaces and ensure the health and safety of their clients and their employees;
- 1.10.2.2.3. Describe the methods used to verify that cleaning activities are completed (checklists, etc.), for communicating with owners around issues (log books, etc.), emergency communications procedures, and any periodic (monthly, annual, etc.) reporting you can provide to the owner (report card); and



1.10.2.2.4. Describe what the Proponent believes represents “quality” and how they intend to achieve it for this agreement.

1.10.2.3. Operations Plan:

1.10.2.3.1. The Proponent must provide a preliminary operations plan to complete the Services. This plan will include the number and type of staff to be assigned, will indicate the approximate number of hours necessary to provide a satisfactory level of cleanliness for each identified location, the contingency plan in case an employee is ill or unavailable, and a description of how the Services will be supervised.

1.10.3. The Proponent will provide three examples of where they perform similar Services for other organizations. The Proponent will list the company name and their contact at the company (including their phone number and email address). The examples will describe the nature of the services the Proponent provides, the frequency, and the reporting tools they provide to their customer. While East Hants may consider their own experience with a Proponent when evaluating, the Proponent may not use East Hants as an example to meet this requirement.

1.10.4. The Proponents may discuss any additional or value-added services they can supply. They must indicate if such services are complimentary or if there is an additional charge for them.

1.10.5. Proponents must review the sample agreement as it contains contractual requirements which may be material to their proposal. If any clauses are unclear, please request clarification prior to submitting a proposal. The intent is to have one Contractor providing all of the Services.

1.10.6. Proponents must complete and submit with their proposal Appendix A, the Proposal Form, Appendix B, The Proposal Summary and Appendix C, the Safety Questionnaire.

1.10.7. In addition, the Proponent must complete any table, Schedule or Appendix identified in the RFP. The Proponent may include any tables or attachments it feels will help clarify their proposals above the minimums identified in the RFP document.

1.10.8. Proponents must indicate whether they are the sole undertakers of the work or whether sub-contractors will be used. Proposed sub-contractors shall be subject to approval by East Hants.

1.10.9. The Proponent must supply the résumés of the any supervisors or managers listed in Appendix B of their Proposal.

1.10.10. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any proposal or from any Proponent, prior to award.

1.10.11. The Proponent is responsible for all costs associated with preparing and submitting this proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the proposal.

1.10.12. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.

1.10.13. To qualify for award, a Proponent must be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Proponent is required to provide a Clearance Letter with their Proposal, except where:

1.10.13.1. a Proponent is not currently registered, but intends to register as a condition to providing the Services; and

1.10.13.2. Where the Proponent confirms in Appendix B that they have inquired with WCBNS and have determined they will be able to obtain such coverage.

- 1.10.14. In addition to the clauses herein, the successful Bidder will also have to comply with the terms and conditions specified in Section 2: Services Description and in the sample agreement provided as Appendix D. Failure to comply with these conditions may result in the rejection of the Proponent's proposal or the cancellation of award.

### 1.11. Proposal Evaluation

- 1.11.1. East Hants will evaluate each proposal in two steps, the Technical Proposal evaluation, where the Proponent's Technical Proposal will be evaluated using the criteria specified in Table 1, and the evaluation of Price.
- 1.11.1.1. Proponents must achieve a minimum of 40 points for their Technical Proposal to have their Price envelope opened and evaluated.
- 1.11.1.2. Proponents who do not achieve a minimum of 40 points for their Technical Proposal will not be considered further.

Cost Table:

Criteria	Available Points
<b>Section 1: Technical Proposal</b>	
Staffing Plan and Training Program	/15
Quality Control	/25
Operations Plan	/15
Examples	/5
<b>Sub-Total</b>	<b>/60</b>
<b>Section 2: Total Cost</b>	<b>/40</b>
<b>Total</b>	<b>/100</b>

- 1.11.2. Total Cost is the cost specified in Appendix A, Pricing Form, of the Proponent's Proposal.
- 1.11.3. When evaluating the Price proposals, East Hants will assign points for Total Cost based on the following formula:
- (Lowest proposal Total Cost divided by Proponent's proposal Total Cost) multiplied by the Available Points
- 1.11.4. The Proponent who, having achieved the minimum number of points required for Section 1, has the highest number of Total Points once all scores are calculated will be considered for award.
- 1.11.5. Award is subject to approval by Council or the CAO.

## 2. SERVICES DESCRIPTION

### 2.1. General

- 2.1.1. The Municipality of the District of East Hants (East Hants) requires the services of a qualified company to provide Janitorial Services to various Municipal buildings, described in detail in the Section entitled Locations, Frequency and Activities.
- 2.1.2. The Contractor is to provide the Services in a timely and competent manner, to a level of quality acceptable to East Hants, consistently over the Term of the agreement.

### 2.2. Quality and Quality Measures

- 2.2.1. The intent of this agreement is achieve a level of quality acceptable to East Hants, their tenants and to the public who may use these facilities and fund these Services through their tax dollars.
- 2.2.2. East Hants will work with the Contractor to establish the level of acceptable quality based on the quality measures we have defined herein, the Contractor's established quality control practices, and typical commercial practice. East Hants will not tolerate repeated instances where areas and Locations could be described as unclean, dirty, or unhygienic.
- 2.2.3. While "Quality" is hard to define, East Hants may measure quality in this agreement based on the following:
  - Complaints or compliments with respect to the cleanliness being achieved (how clean);
  - Timeliness of the cleaning, in particular scheduled cleanings that are missed or rescheduled;
  - The time spent cleaning as compared to the requirements and the resulting cleanliness;
  - Operational issues (missed instances of dispenser filling, setting of alarms, locking of doors, etc.);
  - Behaviour of employees, including attitude toward quality, safety and attendance; and
  - Management behaviour with respect to training, communicating the activities employees must perform, verification that tasks are being completed, managing employee behaviour, and response to complaints.
- 2.2.4. Initial Quality and Exceptions:
  - The Contractor, at the beginning of the agreement, must make a list of areas that are permanently stained for discussion with East Hants. East Hants understands that surfaces may become worn and the Contractor may not be able to thoroughly clean areas which have too much wear. Identifying these areas at the beginning of the agreement will help prevent disagreements during the course of the agreement;
  - If, during the Term of the agreement, areas are approaching or reach a state of repair where cleaning will be ineffective, the Contractor must notify East Hants; and
  - Certain Locations may have exceptions with respect to the Services. The Contractor must ensure their employees know the exceptions and abide by them. Such information should be included on any checklists or other documentation the Contractor produces to ensure the requirements of the agreement are met. Current exclusions:
    - The interior of fridges are excluded from this agreement. The Contractor must still wipe down the exterior of the fridge and handle(s) as necessary to maintain a clean appearance.
    - The interior of microwaves are excluded. The Contractor must still wipe down the exterior of the microwave as necessary to maintain a clean appearance.
    - The Contractor will not examine, move or otherwise disturb, papers or documents which have been left on desks in any location. The Contractor will make reasonable efforts to clean around documents, but East Hants understands this is difficult.
    - Blue recycling containers which are labelled "do not empty" or equivalent are to be left for East Hants or the tenant to dispose of. In particular, the blue recycling containers at the individual desks in the Continuing Care sections of the Lloyd E. Matheson Centre are to be left alone.

- Any areas identified in the attached drawings which are marked “Do not clean” will be excluded from the scope of work.

2.2.5. East Hants expects that, in addition to any specific requirements for a Location, the following minimum requirements will be met at each instance the Services are performed. The frequency for such Services are defined in Schedule 1:

- All floors will be, as applicable, thoroughly swept, vacuumed and mopped;
  - Chairs which can be moved will be moved to facilitate sweeping, vacuuming and mopping.
  - Chairs and other furniture which cannot be easily moved will be cleaned under to the extent that is reasonable using typical cleaning equipment;
  - The Contractor must move objects such as waste receptacles and incidental obstructions in order to sweep, vacuum and mop, replacing them to approximately their former position once the floor is clean and dry.
- Dusting and cleaning will include all surfaces that are in reach of an average person using appropriate equipment;
  - If the Contractor's employee cannot reasonably verify the area to be dusted is free of obstacles, they may defer dusting until the dusting over six feet is to be completed provided they report the concern to East Hants.
  - Dusting over six feet will, without limitation, include ceiling diffusers, unobstructed areas which are out of reach during the regular dusting, light fixtures, ledges and other horizontal surfaces and any other surface which the janitorial industry typically identifies as included in high dusting or that have been identified by East Hants or the Contractor herein.
  - Fixture plates, bezels, marking plates, signs, extinguishers, push plates, and other items which are permanently mounted to a wall, door or ceiling must be dusted and cleaned as necessary to maintain a clean appearance.
  - All surfaces and chairs which are wiped down will be free of streaks or watermarks;
- All waste receptacles, unless specifically excluded, will be emptied, the waste properly disposed of, and a new liner installed in the receptacle.
  - Waste receptacles include garbage cans, recycling receptacles (paper products and plastic/metal containers), organics receptacles, and, except as noted, refundable container receptacles.
  - Waste receptacles will be thoroughly cleaned, inside and out, as specified for the Location and, at minimum, once every three months. Organics receptacles (green mini bins) will be rinsed at each instance of cleaning if there is organic matter present under the liner.
  - Plastic liners may be used to line organics receptacles, but they may not be disposed of in the green organics collection containers located outside of the building. The liner must be emptied and disposed as garbage.
- All Glass and surfaces will be thoroughly cleaned, including edges and corners;
  - Surfaces which are wiped down will not have residual streaks or water marks.
  - Walls, trim and doors will be cleaned of fingermarks and grime.
  - The exterior of all waste receptacles must be cleaned.
- Washroom areas will be thoroughly cleaned and sanitized;
  - Bowls, tanks, urinals and sinks will be cleaned inside and out.
  - Surfaces which are wiped down will not have residual streaks or water marks.
  - Walls, trim and doors will be cleaned of fingermarks and grime.
  - The exterior of all waste receptacles must be cleaned.
  - Mirrors will be clean and streak free.
  - Toilet paper, paper towel, soap dispensers and hand sanitizer dispensers will be restocked as necessary.
  - Door handles, grab bars, faucets, flush actuators and locking mechanisms will be cleaned and sanitized.
- Kitchen areas will be thoroughly cleaned;
  - The Contractor will thoroughly clean any stoves twice per year, including the removal and cleaning of drip pans, oven racks and the oven itself.
  - All cabinet exteriors must be wiped down to provide a clean appearance free of streaks or watermarks.
  - Cabinet pulls must be thoroughly cleaned.

- Countertops, sinks and faucets must be cleaned and sanitized to provide a clean appearance free of streaks or watermarks.
- Other surfaces will be wiped down and will not have residual streaks or watermarks.
- Walls, trim and doors will be cleaned of fingermarks and grime.
- The exterior of all waste receptacles must be cleaned.

## 2.3. Consumables

2.3.1. The agreement includes the provision of all consumable necessary to complete the Services. This will include, without limitation, items such as paper towel, toilet paper, hand sanitizer, garbage bags, liners, hand soap, cleaning agents, and any other disposable cleaning implements necessary to complete the Services. The Contractor is responsible to supply the consumable items in sufficient quantity such that:

- They will not run out during the next operational period under typical use conditions;
- There is spare toilet paper available in case typical use is exceeded;
- Partial rolls of paper towel, when deemed insufficient to last into the next operational period and where the dispenser cannot transition between rolls, will be replaced and the remainder left for in the location for use or reused in a dispenser which can transition between rolls (if practical).

## 2.4. Smoking

2.4.1 Smoking will not be tolerated within Municipal buildings or on Municipal property.

## 2.5. Material Declarations

2.5.1. The Contractor and their employees must comply with the *Scent Free Workplace Policy* (Exhibit 2) when completing the Services.

- East Hants understands that certain products have a natural scent which cannot be avoided, but East Hants wishes the Contractor to limit the use of scented cleaning products and scented lavatory supplies to those few where there is no scent-free alternative.
- Where possible, East Hants would prefer the use of naturally biodegradable cleaning products that are free of added scent and colour.

2.5.3. The Public Health Services area contains examination rooms and three small areas where blood samples are drawn. There is a specialist company, hired by the Health Authority, that dispose of sharps and contaminated waste associated with these operations and the clinic staff are responsible for cleaning examination tables and clinic chairs themselves. The Contractor, and their staff, should remain aware when working in this location and use appropriate protocols in the unlikely event they should encounter sharps and medical waste.

2.5.4. With the exception of the Enfield Water Treatment Plant and tenant locations, bottles and cans which can be taken to a depot for refund are considered containers and are to be treated as any other recycled product. The Contractor must make arrangements with each tenant with respect to the disposal of refundable bottles and cans. In the Enfield Water Treatment Plant, employees will return cans for a refund so they are to be left.

2.5.5. Drawings and sketches of the various Locations are provided for reference to indicate which areas are excluded from the Services and to indicate the general magnitude of the work to be performed. There may be deviations in the drawings to the actual conditions.

- Janitorial Services do not need to be provided to areas which are highlighted in yellow on the drawings and sketches.
- The drawings and sketches are as follows:

- Exhibit 3\_Lloyd E. Matheson Centre
- Exhibit 4\_Municipal Pool
- Exhibit 5\_Enfield Water Treatment Plant
- Exhibit 6\_Milford Wastewater Treatment Plant
- Exhibit 7\_Waste Management Centre Scale House
- Exhibit 8\_Waste Management Centre Maintenance Building

## 2.6. Available Equipment and Storage

- 2.6.1. East Hants owns and maintains a pressure washer at the Municipal Pool which the Contractor is free to use when cleaning at this location.
- 2.6.2. East Hants will provide a small area for the storage of cleaning equipment, consumables and supplies at each building and, where possible, in each Location. The Contractor is responsible for keeping these areas clean and organized and for providing to East Hants the applicable safety documentation (material data sheets, etc.) for the products being stored.
- 2.6.3. Certain Locations may have a janitor's supply sink which the Contractor may use. Where such a sink is not available, the Contractor will be responsible to obtain water for cleaning from the nearest appropriate source.
- 2.6.4. The Contractor must supply all materials, equipment, cleaning products, and safety items necessary to complete the Services in a safe, timely and competent manner in accordance with industry practice and the minimum acceptable performance which East Hants has established.

## 2.7. East Hants Representative

- 2.7.1. The East Hants Representative for these Services is Wendy Hill, Manager of Administrative Services. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.

## 2.8. Exhibit 1: Frequency Table

- 2.8.1. The Frequency Table lists the minimum frequency at which certain activities will be performed under this agreement. This table is meant to be read as applying to all Locations and areas where the activities may possibly take place under the agreement to achieve the expected level of quality, cleanliness and hygiene (Ex: strip and wax floors which are capable of being stripped and waxed).
- 2.8.2. The Frequency Table includes references to specific Locations or areas where it is necessary to clarify the needs for that specific Location or area. Suite 252, for example, is currently not used and needs a reduced frequency of service; the WWTP has one washroom located in an adjacent building which might otherwise be missed in the cleaning rotation; etc..
- 2.8.3. East Hants believes that each of the activities specified in the table must be performed at the minimum specified frequency to meet the quality expectations of this agreement. However, East Hants recognizes that the Contractor may have to perform some activities more frequently to achieve the minimum quality and there are some activities that may only have to be checked at the stated frequency. We expect these increased and decreased levels of activity will balance out over the life of the agreement.
  - The Contractor must get any permanent changes to the frequency of activities approved in writing by East Hants;
  - The Contractor must update the Frequency Table in Excel and provide a copy, with a unique version number, to East Hants when changes are approved; and

- The Contractor and East Hants will work together to clarify the requirements, in particular to adopt typical industry vocabulary, where possible, in the frequency table and related requirements documents.

## 2.9. Locations and Approximate Area

Location #	Location Name	Address	Approximate Square Footage
1	Colchester-East Hants Public Library	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	4,821
2	FutureWorx Job Search Centre	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	2,120
3	Community Services	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	1,178
4	Public Health Services	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	7,159
5	Continuing Care	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	2,385
6	Addiction & Mental Services	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	3,273
7	Municipality of East Hants' Offices	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	21,294
8	Common Areas, Stairwells and Elevator	Lloyd E. Matheson Centre 15 Commerce Court, Elmsdale, NS B2S 3K5	1,262
9	Waste Management Centre (WMC)	1306 Georgefield Road, Georgefield (Scale House and Maintenance Building)	1,745
10	Enfield Water Treatment Plant (WTP)	27 Parker Place Crescent, Enfield	940
11	Municipal Pool	2359 Highway 2, Milford, NS B0N 1Y0	8,225
12	Wastewater Treatment Plant (WWTP)	1128 Milford Road, Milford	1,500



## Appendix A - Pricing Form

Name of Firm Submitting Proposal: \_\_\_\_\_

The Proponent must complete Table 1 and submit with their Price proposal. In order to be considered for award, the Proponent's proposal must include pricing for all Locations.

Table 1: Services by Location

Location #	Location Name	Cost Year 1 May 1, 2017 to March 31, 2018	Cost Year 2 April 1, 2018 to March 31, 2019	Cost Per Location (Year 1 added to Year 2)
1	Colchester-East Hants Public Library			
2	FutureWorx Job Search Centre			
3	Community Services			
4	Public Health Services			
5	Continuing Care			
6	Addiction & Mental Services			
7	Municipality of East Hants' Offices			
8	Common Areas, Stairwells and Elevator			
9	Waste Management Centre (WMC)			
10	Enfield Water Treatment Plant (WTP)			
11	Municipal Pool			
12	Wastewater Treatment Plant (WWTP)			
Total Cost (Sum of Cost per Locations 1 through 12, less HST)				

All costs shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees that the work proposed in the Services Description will be completed at the frequency specified and to the quality promised for the costs indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date





## Appendix B - Summary of Proposal

If using a subcontractor(s) for all or some of the Services, please complete and submit the following information (1 through 4) for each subcontractor.

1. Contact information for Proponent:

Name of Primary Proponent Firm	
Address	
Phone Number (office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

2. Experience/ References:

a. Provide three references for similar work completed by your firm in the format illustrated below.

Location Work Performed	Client Name	Time Frame	Service Provided	Square Footage under Contract	Contact name	Contact Phone Number

3. Insurance (attach Certificate or declare intention to obtain coverage):

---

4. Workers' Compensation (attach Clearance Letter or declare intention to obtain coverage):

---



5. Receipt of the following addenda is hereby acknowledged:

Addendum:	_____	dated:	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

6. Signature:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

Please review this RFP document to confirm you have met all of the requirements for the submission, including, without limitation, the correct number of copies and the labeling requirements. Please verify that all of the Proposal Requirements have been and that all schedules, sections and signatures have been completed before sealing the envelope.



## Appendix C – Sample Agreement

THIS AGREEMENT is effective <<date>>, 2017 (“Effective Date”)

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called “East Hants”

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the “Contractor”)

### BACKGROUND

East Hants wishes to retain the Contractor to provide janitorial services (“Services”), more fully explained in Section 2, Services Description.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

### DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
- 3 Schedule means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.
- 4 Contractor and Consultant mean the same under this agreement.

### CONTRACT DOCUMENTS

- 5 This agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
  - a. This Independent Contractor Agreement;
  - b. Section 2, Services Description;
  - c. Exhibit 1\_Frequency Table\_FR;
  - d. Exhibit 2\_Scent Free Workplace Policy;
  - e. Drawing entitled “Exhibit 3\_ Lloyd E. Matheson Centre”;
  - f. Drawing entitled “Exhibit 4\_ Municipal Pool”;
  - g. Drawing entitled “Exhibit 5\_ Enfield Water Treatment Plant”;
  - h. Drawing entitled “Exhibit 6\_ Milford Wastewater Treatment Plant”;
  - i. Sketch entitled “Exhibit 7\_Waste Management Centre Scale House”;
  - j. Drawing entitled “Exhibit 8\_Waste Management Centre Maintenance Building”;



- k. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
- l. <<insert additional documents as applicable>>.

#### INTENT

- 6 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 7 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.

#### TERM

- 8 This agreement shall commence on the Effective Date and shall end:
  - a. March 31, 2019 unless extended for an additional period, by mutual agreement of the parties, in writing; or
  - b. In the event of Termination in accordance with the terms of this agreement

#### REMUNERATION

- 9 East Hants shall remunerate the Contractor at the rates specified in Schedule A, subsection 1.8. *Rates*. In addition:
  - a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - b. Invoices for Services must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request. The Fuel Surcharge may be reconciled on a frequency as specified in the Fuel Surcharge subsection.
  - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - d. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - e. No payment made by East Hants under this agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.
  - f. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the agreement.
  - g. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.



- h. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.
- o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this agreement, whether or not East Hants intends to reimburse the client for them.

#### INDEPENDENT STATUS

- 10 The Contractor will provide the Services to the East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

#### PERSONNEL

- 11 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 12 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or renovations, or demonstrated incompetence may be cause to have an employee removed.

#### SUBCONTRACTOR

- 13 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.



- 14 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
- a. Identify the reasons why the named subcontractor cannot complete the Services;
  - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
  - c. Make such request in writing; and
  - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 15 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this agreement.

#### CONFIDENTIALITY

- 16 In the course of discharging its duties under this agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 17 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.
- 18 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 19 Upon termination of the Agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 20 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.

#### INFORMATION COLLECTED

- 21 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and

- b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

#### INDEMNIFICATION

- 22 The Contractor shall indemnify and hold harmless the Municipality of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to brought or prosecuted that are based upon, occasioned by or attributed to any acts or omissions on the part of the Contractor, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of this agreement.

#### INSURANCE

- 23 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 24 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
  - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
  - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
  - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in the section entitled INSURANCE.
- 25 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery;
- 26 The Contractor must obtain Third Party Fidelity insurance on a Blanket basis and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
  - a. in an amount of not less than \$50,000 covering all employees (including contracted employees) of the Contractor. Such Fidelity Insurance must include "Third-Party" or "Client Coverage" extending such coverage to East Hants with respect to the risks associated with employee theft.
- 27 The Fidelity insurance must also include the following:
  - a. Partners and Proprietors coverage in the event of theft by an owner or partner in the Contractor's business; and
  - b. Notice of Cancellation: The Insurer to provide East Hants 30 days' prior written notice of policy cancellation.
- 28 All insurance required in this agreement must provide 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed and for the duration of this contract.
- 29 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.

- 30 In addition:
- a. In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this agreement.
  - b. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
  - c. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
  - d. Changes to incorporation information must be disclosed within a reasonable time of the change; and
  - e. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

#### ISSUE REPORTING

- 31 The Contractor shall establish a Communication Book at each Location to facilitate the passing of messages between the tenant or Location representative and the Contractor.
- a. Each message must be dated by the party entering the information and the Contractor must respond on the next business day to any messages left by the tenant or East Hants;
  - b. The Communication Book shall become the property of East Hants and is to remain in the Location unless removed by East Hants; and
  - c. When a Communication Book becomes filled, the Contractor will provide a new Communication Book and advise East Hants.
- 32 The Contractor will report any issues to the East Hants Representative with respect to the performance of the Services, the condition of the Locations and areas where the Services are performed, or that have been communicated to them by the tenants. The frequency of reporting will be determined by the relative urgency of the issue:
- a. Emergency or condition-related issues such as leaks, condition of premises affecting safety or security, or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone. Where East Hants has in place an agreement with a third party to supply after-hours assistance, the Contractor or their representative shall contact the third-party Service provider in accordance with the terms of that agreement;
  - b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email, in addition to being recorded in the Communication Book;
  - c. Issues where the response is not urgent shall be communicated to East Hants using the Communication Book;
  - d. East Hants or a tenant may request for corrective action using the Communication Book; and
  - e. The Contractor may periodically review the Communication Book for trends and repeated instances of issues.





## REGULATIONS

- 33 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

## TAXES

- 34 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 35 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 36 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 37 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

## WORKERS' COMPENSATION

- 38 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.
- 39 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

## CONFLICT OF INTEREST

- 40 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

## PERFORMANCE

- 41 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the agreement; or
  - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or

- c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
  - d. East Hants may terminate the agreement in accordance with the Termination clauses herein.
- 42 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the Receiving Location or using third party evaluation services;
  - b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
  - c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;
  - d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants;

#### CHANGES TO SERVICES

- 43 East Hants may, at its sole discretion, discontinue Services at a location by providing the Contractor with 15 days' written notice of such discontinuation. The Contractor will subtract the cost to provide the Services at the discontinued location from their monthly charges once Services have been discontinued.
- 44 Once notified that a Service will be discontinued, the Contractor must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.
- 45 East Hants wishes the Contractor to be efficient in the way the Services are performed and recognizes that the activities specified in the Janitorial Requirements may not always reflect the most efficient way of completing the Services. In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable Janitorial Requirements with the following to apply:
- Where possible, increases or decreases in the time associated with one activity may be offset by an increase or decrease in another activity at the same location, though never to the detriment of the quality of the Services at that location or any other;
  - Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement;
  - If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the

change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;

- 46 East Hants recognizes that there will be instances where the Contractor cannot perform all of the activities in a location in a given instance of performing the Services. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed, and then to complete the activities as soon as possible, except where:
- The Services cannot be completed because of an issue originating with East Hants or one of their tenants. The Contractor must make reasonable effort to work around the issue and then inform the contact (or the East Hants representative) at the location of the issue preventing the activity. The Contractor will complete the activity once the issue is resolved.
  - The reason the activity cannot be completed is within the Contractor's control and the activity is, in East Hants' sole discretion, critical. In the event the activity is identified as critical, the Contractor must complete the activity on the next business day. East Hants may, at their sole discretion, defer the performance of an activity to the next scheduled cleaning if the activity is not critical.
  - The inability of the Contractor to complete an activity in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this agreement.

#### CONSUMABLES AND EQUIPMENT

- 47 The Contractor will supply and distribute all consumables, including, without limitation, paper towel, batteries for paper towel dispensers where required, toilet paper, hand soap, sanitizer and batteries for sanitizer dispensers where required, as part of the Services. This includes the activities of filling soap and sanitizer dispensers, loading paper towel into dispensers, loading toilet paper into dispensers, and verifying the dispensers function as required. The contractor is also responsible for all costs relating to the procurement, warehousing, handling and the supply of such consumables.
- 48 In the event a dispenser malfunctions, the Contractor will notify East Hants, unless the Contractor can rectify the problem themselves.
- 49 The Contractor will provide a list of equipment that has been deployed at each location and will be responsible to keep it up-to-date over the course of the agreement. The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.
- 50 The Contractor will, prior to the end of the agreement, provide a list of the consumables and equipment which are stored at each location and make arrangements for such to be removed once the agreement is complete.

#### RESPONSIBILITY FOR DAMAGE

- 51 The Contractor shall repair and restore to its original condition any material or surface damaged by their operations.

#### MAINTAINING SECURITY

- 52 The Contractor will be provided with keys, access cards and security codes as necessary to perform the Services and which will be unique to the Contractor. The Contractor and their employees must take reasonable safeguards to ensure keys, access cards and security codes are kept safe. In the event the Contractor or an employee loses a key or access card or discloses a security code, the Contractor must immediately inform East Hants so that corrective action may be taken. The Contractor may be held responsible for the consequences of lost or stolen keys, access cards or security codes.

- 53 Without limiting the foregoing, the Contractor will be responsible for any costs associated with lost or stolen keys, access cards and security codes. The cost to replace a key, access card or to reprogram a security code will be billed to the Contractor at a rate of \$100.00 per instance.
- 54 The Contractor must ensure that security alarms, where applicable, are enabled after each instance when the Services are completed. In addition, the Contractor must take reasonable precautions to secure any location when the employee performing the Services must temporarily leave the location unattended, up to and including setting the alarm.
- 55 The Contractor will be responsible to report any false alarms to the appropriate Alarm Reporting Station and East Hants (the following business day). If East Hants is invoiced for a false alarm as a result of the actions, or inaction, of the Contractor or their employee, the Contractor must reimburse East Hants for the related cost.

#### TERMINATION

- 56 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 57 Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 58 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 59 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 60 Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

#### RECEIVERSHIP

- 61 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

#### ASSIGNMENT

- 62 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers which are attempted to be made to this agreement without such permission will be void.

#### ENTIRE AGREEMENT

- 63 The agreement, together with the Exhibits and Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific agreement.

## INTERPRETATION

- 64 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the agreement. Any numbers or changes of gender will be interpreted in context.

## NOTIFICATION

- 65 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

- 66 The Notifications shall be addressed as follows:

- a. By mail, in person or courier to East Hants:

Municipality of East Hants  
**RFP50156 - Janitorial Services**  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

- b. By email to East Hants:

Primary: [whill@easthants.ca](mailto:whill@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- c. By mail to the Contractor:

<<Company Name>>  
**RFP50156 - Janitorial Services**  
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>  
Cc: <<as requested by Contractor>>

## GOVERNING LAW

- 67 The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

## ENUREMENT

- 68 This agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.



**SEVERABILITY**

- 69 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**WAIVER**

- 70 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

**SIGNED** hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

