



## **JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**

### **CONTRACT NO. PW 24-01**

**Due Date:  
MAY 9, 2024**

**Closing Time:  
2:00 PM Local Time**

Issue Date: April 18, 2024

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## INVITATION TO TENDER

The Township of Esquimalt invites interested contractors with proven experience and expertise to submit a tender for the provision of janitorial services for the Municipal Hall (1229 Esquimalt Rd), Public Works Yard (601 Canteen Rd) and Police Facility (1231 Esquimalt Rd).

There will be a **mandatory** site visit at **9:00 am, April 24, 2024**, commencing at the Esquimalt Municipal Hall, 1229 Esquimalt Road. Respondents must register no later than 2:00 pm April 23, 2024, by email to [simone.manchip@esquimalt.ca](mailto:simone.manchip@esquimalt.ca) to confirm they will be sending a representative to be in attendance.

Tenders are to be submitted via email as a PDF attachment to [Simone.Manchip@esquimalt.ca](mailto:Simone.Manchip@esquimalt.ca). The email submission subject line must clearly state **“TENDER FOR JANITORIAL SERVICES FOR MUNICIPAL FACILITIES – CONTRACT PW 24-01”** and received before **2:00 PM (PST) on May 9, 2024**.

The tender opening is closed to the public, Respondents will be notified of the results. Tenders received after 2:00 pm will be invalid and not evaluated.

The following key dates apply to this ITT:

	<b>Date</b>
Invitation to Tender issued	<b>April 18, 2024</b>
Mandatory site Inspection	<b>April 24, 2024, at 9:00 am</b>
Question period deadline	<b>April 30, 2024 by 2:00 pm (PST)</b>
Tender Submission deadline (closing)	<b>May 9, 2024, by 2:00 pm (PST)</b>

Tender documents may be obtained online at [www.esquimalt.ca](http://www.esquimalt.ca), [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca), and [www.civicinfo.bc.ca](http://www.civicinfo.bc.ca).

## **INSTRUCTIONS TO RESPONDENTS**

1. Tenders will only be considered when properly submitted on the “Form of Tender” supplied. All submissions are required to be emailed as a PDF attachment to [Simone.Manchip@esquimalt.ca](mailto:Simone.Manchip@esquimalt.ca), with subject line identified as “**TENDER FOR JANITORIAL SERVICES FOR MUNICIPAL FACILITIES – CONTRACT PW 24-01**” before **2:00 PM (PST) on May 9, 2024**.

**Please Note:** Email submissions could be delayed or rejected by the Township of Esquimalt’s email security system. The onus is on the Respondent to make sure the Township receives the email submission.

**Maximum** email submission size is 20 MB. If email is larger than 20 MB, please submit in multiple emails.

2. Tender hardcopies will **Not** be accepted. Tenders may be revised by email, provided that any revisions concerning financial consideration must state only the amount by which a figure is to be increased or decreased, and not any new revised totals. Revisions must be received prior to **2:00 PM, May 9, 2024**, to [Simone.Manchip@esquimalt.ca](mailto:Simone.Manchip@esquimalt.ca). Respondents assume **ALL** responsibilities for email submissions.

3. **Mandatory Site Visit**

All Respondents must attend the mandatory site visit to be held on **April 24, 2024**, at **9:00 am**, to tour each facility, beginning at the Esquimalt Municipal Hall, 1229 Esquimalt Road. The tour is expected to last approximately one and a half (1.5) hours. Anyone entering the Township facilities must be following all current VIHA COVID-19 guidelines and not be currently sick. **If the Respondent or representative is ill (or suspected ill), please do not attend the site visit.** Tour group will be limited in size, please only one representative per Respondent.

Respondents must register no later than 2:00 pm April 23, 2024, by email to [simone.manchip@esquimalt.ca](mailto:simone.manchip@esquimalt.ca) to confirm they will be sending a representative to be in attendance. Respondents will be requested to sign an attendance sheet.

**Respondents who do not confirm attendance will not be allowed access to the site.** No alternative appointment will be given to Respondents who do not send a representative. Where a Respondent has not attended the mandatory site visit that Respondent’s bid submission will not be accepted. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an addendum to the bid solicitation. By submitting a bid, the Respondent has satisfied themselves that they are aware and fully knowledgeable in the execution of the works of this contract.

4. The price quoted shall be in Canadian Funds and will include all and every cost, including tax. Pricing shall be held firm for a period of sixty (**60**) days after the closing date and time.
5. All inquires related to this Invitation to Tender are to be directed in writing by email, to **Ken Gawryluk, Public Works Manager** at [ken.gawryluk@esquimalt.ca](mailto:ken.gawryluk@esquimalt.ca) by 2:00 pm **April 30, 2024**. Information obtained from any other source is not official and should not be relied upon. Telephone questions will not be accepted.

All questions and answers will be consolidated into a single Q&A document which will be posted on the Township of Esquimalt website at [www.esquimalt.ca](http://www.esquimalt.ca), [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and [www.civicinfo.bc.ca](http://www.civicinfo.bc.ca), on or before May 1, 2024.

## 6. Evaluation Criteria

The following criteria outlined below will be used in the evaluation of the Tenders.

The Respondents receiving the most points in the evaluation will be the successful Proponent of a contract award. Notwithstanding the foregoing, the Township reserves the right to award the contract to the Respondent other than the one with the most points if, in its sole determination, another Respondent is determined to be the most advantageous to the Township, taking into consideration the price and evaluation criteria of the Respondent. However, under no circumstances shall the Township be obligated to award the contract solely based on proposed price.

The Township will compare and evaluate all Tenders to determine the Respondent's strength and ability to provide the Services to determine the Respondent which is most advantageous to the Township.

Rated Criteria	Maximum Points
Price	40
Experience and Qualifications of Personnel	25
References, Past Performance	25
Estimate of Hours	10
Total	100

Respondents to provide references from similar projects, preferably from institutions which are comparable to the Township facilities. The Township must be satisfied with these references, including the Township's internal assessment on current performance, if any. Respondents may be eliminated pending the outcome of the reference checks.

## 7. Acceptance and Rejection

The Township reserves the full right to, in its sole discretion and according to its own judgement and interest:

- 7.1. To waive informalities in the tender, reject any and/or all tenders or accept any tender deemed most favourable in the best interest of the Township.
  - 7.2. To award the contract to other than the lowest Respondent.
  - 7.3. To make decisions with due regard to references, previous experience, past performance, compliance with requirements and any other such factors as may be necessary in the circumstances.
  - 7.4. Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure, or irregular, which has erasures or corrections in the Form of Tender, in which prices are omitted or are unbalanced.
  - 7.5. To reject any and/or all tenders that exceeds the budget for this work.
8. To cancel or reissue the tender without any changes if only one compliant response is received, and/or if the fees submitted exceed the estimated budget for this project.

## 9. Cancellation

The Township of Esquimalt reserves the right to cancel this tender at any time and for any reason, and will not be responsible for any loss, damage, cost, or expense incurred or suffered by any Respondent as a result of that cancellation.

## 10. Conflict of Interest

The Respondent warrants that the Respondent is not employed by the Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.

If the Respondent is a company, the Respondent warrants that none of its officers, directors, or employees with authority to bind the company are employees of the Township or immediate relatives of employees of the Township, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.

In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.

## 11. Solicitation

If any director, officer, employee, agent, or other representative of a Respondent makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the Township with respect to the Tender, whether before or after the submission of the Tender, the Township shall be entitled to not accept the Tender.

## 12. Disclaimer

Respondents responding to this competitive process agree to the terms and conditions of the bid opportunity as issued by the Township of Esquimalt. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Respondents who alter the document as issued may be disqualified from this competition.

## 13. Addenda

Any and all addendums to this bid opportunity will be posted on our website at [www.esquimalt.ca](http://www.esquimalt.ca), [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and [www.civicinfo.bc.ca](http://www.civicinfo.bc.ca). It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the tender closing.

The Township of Esquimalt will not issue addenda less than three (3) days prior to the closing date without a corresponding reasonable extension of the closing date.

## 14. Form of Tender

- 14.1. All Tenders must be on the "Form of Tender" supplied and shall be executed by the Respondent with their business address.
- 14.2. Each Respondent shall state in the space provided on the Form of Tender, the receipt and inclusion of Addenda issued prior to the Tender closing.
- 14.3. Failure to include all Addenda issued may render the Tender invalid.
- 14.4. The Form of Tender must be signed by the authorized signatory(s). Signature must be in original handwriting.
- 14.5. If the Respondent is an individual or partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signer must show the capacity in which they sign, e.g. "Partner" or "Partnership" or "Proprietor".
- 14.6. If the Respondent is a corporation, then the full name of the Corporation must be included, together with the names and signatures of the authorized officers or directors.

- 14.7. If the Respondent is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

**15. Clarification of Contract Documents**

- 15.1. The Respondent must carefully examine the Tender documents. Should a Respondent find discrepancies in, or omissions from the document or specifications, or should the Respondent be in doubt as to their meaning, the Respondent should at once notify the Township of Esquimalt's Public Works Manager in writing. The Respondent may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents. Written Addenda will be issued to amend the Tender documents if required.
- 15.2. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated.

**16. Submission and Withdrawal**

- 16.1. A Respondent who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by the Respondent for this contract.
- 16.2. A Respondent may, without prejudice to themselves, withdraw, modify or correct a tender after it has been deposited with the Township of Esquimalt provided the request for such withdrawal, modification or correction is filed with the Township of Esquimalt in writing, before the time set for opening tenders. The original Tender, as modified by such written communication, will be considered as the Tender submitted by the Respondent.

**17. Change in Scope**

- 17.1. The Township shall have the right to increase or decrease the frequency level of quality of service that may be required during the term. Any such changes shall become effective upon THIRTY (30) days after written notice, as set out in section 18, has been delivered to the Contractor and acceptable terms of payment and/or credit are reached prior to the change taking place.

**18. Notices**

- 18.1. The Township for the purpose of "Section 17 – Change in Scope" shall be in writing and shall be sent by registered mail to the Contractor at the address specified in the Respondents Tender. The postmark date shall constitute date that Notice was given for this purpose.

**19. Township's Estimate of Weekly Hours to complete Work**

- 19.1. The Township's approximate estimation of the average number of weekly hours required to complete the tasks is 70 hours. This estimate does not bind the Contractor; rather it is to assist the Contractor. However, the Township realizes that the Contractor to comply with Specifications article 6 (1) – Task Location/Frequency will find themselves in excess of the 70 Hours weekly average for certain periods of the year. The Contractor will be held to service level standards, no matter what hours were estimated. No additional compensation will be provided in order to meet service level standards.

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**FORM OF TENDER**

TO: **Director of Engineering & Public Works**  
Corporation of the Township of Esquimalt  
1229 Esquimalt Road, 3<sup>rd</sup> Floor  
Esquimalt BC V9A 3P1

The undersigned having carefully read and fully complied with requirements of the Instructions to Respondents, Form of Tender, General Conditions, Specifications and Inspection Standards, as well as all addenda to the Contract Documents, we hereby offer to complete in accordance with the contract documents the entire work for the sum of

\_\_\_\_\_ dollars/month (\$ \_\_\_\_\_/month)  
in Canadian Funds.

The Total price tendered hereby includes and covers the cost of labour, materials, equipment, overhead and other charges incidental to completion of the works under this Contract.

In submitting this Tender, it is understood that the Tender is irrevocable and is open for acceptance until 60 days have expired from the Tender closing date and we recognize the right of the Township to reject any or all Tenders or to accept any Tender or part of any one Tender as may be deemed to be in the Township's interest.

If this Tender is accepted within 60 days, we agree to enter into a Contract in the form specified for the Tender amount and substantially perform the entire work within \_\_\_\_\_ weeks from acceptance of the Tender and instructions to commence work.

We agree to start work within \_\_\_\_\_ days of notification of the Township's acceptance of Contract. Workers' Compensation No. \_\_\_\_\_.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Signature of Respondent

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_



**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**FORM OF TENDER**

The undersigned having carefully read the Instructions to Respondents, General Conditions and the Form of Tender do hereby tender to supply labour and materials to satisfactorily carry out the Janitorial duties at the following Township of Esquimalt Facilities:

**Facility 1      Township of Esquimalt Municipal Hall – 1229 Esquimalt Road**

\$ \_\_\_\_\_ per month for the year 2024/2025

\$ \_\_\_\_\_ per month for the year 2025/2026

\*Estimated hours to complete daily (Monday to Friday) routine \_\_\_\_\_ hours per day.

\*Estimated hours to complete weekly routine \_\_\_\_\_ hours per week.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2024/2025.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2025/2026.

Facility 1 Total \$ \_\_\_\_\_

**Facility 2      Police Facility – 1231 Esquimalt Road**

\$ \_\_\_\_\_ per month for the year 2024/2025

\$ \_\_\_\_\_ per month for the year 2025/2026

\*Estimated hours to complete daily (Monday to Friday) routine \_\_\_\_\_ hours per day.

\*Estimated hours to complete weekly routine \_\_\_\_\_ hours per week.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2022/2023.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2023/2024.

Facility 2 Total \$ \_\_\_\_\_

\* See clause 19.1

**Facility 3      Public Works Yard – 601 Canteen Road**

\$ \_\_\_\_\_ per month for the year 2024/2025

\$ \_\_\_\_\_ per month for the year 2025/2026

\*Estimated hours to complete daily (Monday to Friday) routine \_\_\_\_\_ hours per day.

\*Estimated hours to complete weekly routine \_\_\_\_\_ hours per week.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2024/2025.

\$ \_\_\_\_\_ x 12 = \$ \_\_\_\_\_ for 2025/2026.

Facility 3 Total \$ \_\_\_\_\_

**TOTAL FOR ALL THREE (3) FACILITIES \$ \_\_\_\_\_**

**GST \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_**

**Additional Work**

The following rate will apply when required and authorized by the Township to perform additional work outside the regular duties as outlined in the Contract Agreement (plus applicable taxes).

	<b>HOURLY RATE</b>
All Inclusive Rate	

\* See clause 19.1

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**SCHEDULE "A" – ADDENDA**

(See "Instructions to Respondents" Section 13)

Acknowledgement is hereby made of receipt and inclusion of the following Addenda to the contract documents.

Addendum No. 1	Date _____	No. of Pages _____
Addendum No. 2	Date _____	No. of Pages _____
Addendum No. 3	Date _____	No. of Pages _____

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**SCHEDULE "B" – RESPONDENT'S QUALIFICATIONS**

The Respondent shall fill in details below of the most recent contracts the Respondent has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Township of Esquimalt to use the information given below to assess the experience of the Respondent in the appropriate fields of work. The Township may contact the references given below before awarding the Contract.

Location: \_\_\_\_\_ Client: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_ Client: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_ Client: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**SCHEDULE "C" – SUBCONTRACTORS**

The Respondent shall provide the names and addresses of those Subcontractors that the Respondent intends to employ to perform the services specified below.

Any changes or additions to this list must be submitted to the Owner for approval before sub-contacting the work.

<b>Subcontractor 1</b>	
Company Name:	
Address:	
Telephone No.:	
Service to be provided:	
<b>Subcontractor 2</b>	
Company Name:	
Address:	
Telephone No.:	
Service to be provided:	
<b>Subcontractor 3</b>	
Company Name:	
Address:	
Telephone No.:	
Service to be provided:	
<b>Subcontractor 4</b>	
Company Name:	
Address:	
Telephone No.:	
Service to be provided:	

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 24-01**

**GENERAL CONDITIONS**

**1. Definitions**

“**Work**” means the furnishing of all labour and equipment to perform the Services as set out in the Specifications and Inspection Standards attached hereto.

“**Township**” means the Corporation of the Township of Esquimalt.

“**Municipal Engineer**” means the Director of Engineering and Public Works of the Township of Esquimalt or his authorized representative.

“**Coordinator**” means the person appointed and authorized by the Municipality as the Coordinator for the particular premises to which the work applies.

“**Contract**” means this Agreement and includes, without limitation, such Specifications and Inspection Standards as are incorporated therein by reference.

“**Contractor**” means the individual, partnership, sole proprietorship or Township executing the Agreement.

**2. Term of Contract**

The duration of this contract shall be for the term of two (2) years commencing **June 1, 2024**, and ending on **May 31, 2026**, with the option of the Township to extend the contract for a maximum of two (2) one year extensions.

**3. Extension to the Term**

The Township reserves the right to extend the Term of this Contract at a price to be negotiated between the Township and the Contractor.

**4. Assignment of Contract**

This Contract may not be assigned without prior written consent of the Township and neither the whole nor part of the work may be subcontracted by the Contractor without prior written consent of the Municipal Engineer and every subcontract shall incorporate all the terms of this Contract which can reasonably be applied thereto.

## 5. Termination of Contract

The Township may terminate this Contract upon occurrence of any of the following:

- a) Where the Contractor or his agents, employees, or subcontractors, despite notice thereof, persists in rendering services unacceptable to the Township; and
- b) Where the Contractor becomes insolvent, is declared bankrupt, or commits an act of Bankruptcy.

By reasonable notice addressed to the Contractor at the last address, the Township may terminate this Contract effective the day put forth in the notice. If such day is not the last day of a Contract month, payment of such contract will be apportioned.

## 6. Security Clearance

- a) Upon being awarded the contract the Contractor will immediately provide the Victoria Police Esquimalt Division with details of the work force to be employed in carrying out the janitorial services. The Contractor and all their employees and sub-contractor's will be subject to satisfactory security clearance by the Victoria Police. The Contractor will at any given time have a minimum of two employees that have a valid security clearance. Failure to maintain two security cleared employees is grounds for termination of the contract. The Contractor and employees must be cleared prior to ratification of this contract.
- b) That the Contractor will ensure that alternate personnel who have been security cleared are available in the event of holidays or sickness to carry out janitorial services by the Contractor's staff.

## 7. Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of the Municipal Engineer properly given, or is in default in any other manner under the Contract, the Municipal Engineer may do such things and incur such costs as it deems necessary to correct the Contractor's default, including, without limitation, the withholding of payments due or accruing due to the Contractor for services rendered pursuant to this Contract, which monies may be set off by the Township against any expenses that it may incur in remedying a default or failure as described above.

## 8. Indemnification

- a) The Contractor shall indemnify and save harmless the Township from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the Work, including his omissions, improper acts and delays in executing the Work.
- b) The Contractor shall compensate the Township for any loss of or damage to, the Township's premises or property, arising out of the performance of the Work.

## 9. Confidentiality

The Contractor shall not disclose any information, data or confidential information of the Township or its facility's tenants, to any person, other than representatives of the Township duly designated for that purpose in writing by the Township and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

## 10. Insurance

The Contractor shall provide, maintain, and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to the Township:

- (1) Comprehensive General Liability Insurance protecting the Township, the Contractor, his subcontractors, and their respective servants, agents or employees against damages arise from personal injury (including death) and from claims for property damage which may arise directly or indirectly out of the operation of the Contractor, his subcontractors, servants, agents or employees under this Contract. Such insurance shall in any event be not less than **\$2,000,000** for any one occurrence and shall include a standard form of cross liability clause. The Township will be added as additionally insured.
- (2) Evidence of insurance in such form as may be required shall be lodged with the Township before the work is commenced.

## 11. Fidelity Bond

The Contractor must be bonded and hold a Fidelity Bond in the amount of \$10,000 / employee for each employee working on municipal property.

## 12. Workers' Compensation

The contractor shall provide verification of registration with the Workers' Compensation Board and shall keep their employees covered and pay all assessment levied thereunder and shall in every respect comply with the applicable Workers' compensation Board laws.

## 13. Permits and Bylaws

The Contractor shall comply with all laws and regulations relating to the work, whether Federal, Provincial or Municipal.

## 14. Business License

The Contractor will obtain and maintain throughout the term of the agreement a valid Township of Esquimalt or Intermunicipal business license.

## 15. Contractor Responsibilities

- (1) The Contractor will identify who will exercise competent supervision of the work and in any event must be:
  - i. Acceptable to the Township.
  - ii. Have authority to receive on behalf of the Contractor, any order or communication relating to the work. Any supervisor or workers not acceptable to the Municipal Engineer by reason of incompetence, confidentiality or and to the site, improper conduct or who is deemed to be a security risk shall be excluded from the work site and replaced forthwith.
  - iii. Perform monthly inspections to ensure quality of work remains constant. This includes being available to meet with the Coordinator responsible for ensuring the performance standards are met.



- (2) Staffing – provide appropriate staffing levels to maintain the performance standard of the janitorial tasks identified in the Janitorial scope of work.
- (3) The Contractor shall submit to the Municipal Engineer the names and addresses of all individuals who will be performing the work. Any proposed changes to this roster shall immediately be brought to the attention of the Municipal Engineer. Necessary Bond(s) thereof shall be provided to the Municipal Engineer before any individual commences work.
- (4) All employees shall have a criminal record check. The Township will require the Contractor to provide appropriate security clearance for duties at the Victoria Police – Esquimalt Division detachment.
- (5) The Municipal Engineer may take whatever action deemed necessary and appropriate to obtain satisfactory security clearance on the Contractor's employees.
- (6) Security – it is the responsibility of the Contractor for the security of the buildings when cleaning services are being performed. No unauthorized employees or others are allowed in the work areas.
- (7) Logbook – a logbook will be maintained in each building by the Contractor in which he/she will record daily such items as date, time and all work completed. The logbook shall be made available for inspection by the Owner's representative as required.
- (8) Reporting – the Contractor and Coordinator will communicate key janitorial activities through the janitorial communications book to be kept on site. When the need to report janitorial activities which need to be handled quickly or require input from the Coordinator, the Contractor must be available to speak with the Coordinator throughout the day.
- (9) Equipment – the Contractor will utilize janitorial equipment that is in good operating condition and keep the janitorial room clean.

## **16. Facility Keys and Alarm Systems**

The Contractor will be provided keys and/or access cards, and/or security system codes. The Contractor must not label the keys with the name of the facility or make duplicate keys and shall take care to prevent theft or loss of the keys.

The Contractor shall provide a list of employees who are assigned or possess keys and security system codes. This list shall include the identification numbers on each key and/or access card assigned.

**17.** The Contractor shall be responsible for all costs associated with the terms of the Contract agreement including employee's wages and benefits, travel expenses and equipment.

## **18. Invoice Criteria**

- (1) The contractor shall submit invoice dated the last day of the month for services rendered during said month.
- (2) One invoice must be submitted for services for all buildings included in the Contract for Janitorial Services. Each facility must be itemized separately on the one invoice as an individual line item and is to include applicable GST for each line item.
- (3) Invoices shall be approved by the Municipal Engineer and payment made within 30 days of invoice date.

## **19. Equivalent Pay**

- (1) The Contractor shall comply with Article 34.01 of the Collective Agreement drawn up between the Corporation of the Township of Esquimalt and the Canadian Union of Public Employees, Local 374, which states: "*All sub-contractors of the Corporation shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed*", and agrees further that for the purpose of ensuring compliance with the said Article 34.01, the Township may from time to time, by its Director of Financial Services or his nominee, on the giving of reasonable notice, inspect and take copies of any and all payrolls, timesheets, cancelled cheques, books of account and other records having to do with the payment of wages to employees engaged in the aforesaid work. A Custodian Maintenance Worker is currently paid at Pay Band 2, Level 1 - \$28.40 per hour (2024 rate), this hourly wage rate may increase as a result of a new Collective Agreement negotiated between the Corporation of the Township of Esquimalt and the Canadian Union of Public employees, Local 374.

## **20. Coordinator's Rights**

The Coordinator shall have, without limitation, the right to decide whether any part of the work has been done as required by the Contract.

## **21. Notices**

Notice for the purposes of Termination of this Contract shall be in writing and shall be sent by registered mail to the Contractor at the address specified in the Contract. The post mark date shall constitute the date that Notice was given for these purposes.

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 22-02**

**SPECIFICATIONS**

**1. Introduction**

The Township of Esquimalt is requesting bids for the provision of janitorial services for a two (2) year term, with the possibility of an extension of a maximum of two (2) additional one (1) year terms to be mutually agreed upon by both parties as detailed in the General Conditions, Section 2 “**Term of Contract**”. Facilities to be maintained are as follows:

<b>Facility 1</b>	<b>Township of Esquimalt Municipal Hall</b>
<b>Facility 2</b>	<b>Police Facility</b>
<b>Facility 3</b>	<b>Public Works Yard</b>

The work involves the provision of all labour, equipment and materials required to perform daily janitorial services, in addition to non-routine or project work as outlined in the Specifications and Task Frequency schedules of the Esquimalt Public Safety Building, Municipal Hall and Public Works Yard indicated in blue on the attached plans which form part of these Specifications.

The work shall be done in accordance with these Specifications using the best techniques of the trade to comply with the Inspections Standards which form a part of these Specifications.

**PLEASE NOTE:**

**\*\*Security Clearance is required for every person assigned to work in the Police Facility. Any contractor who is unable to meet the minimum employee clearance requirement will be deemed ineligible resulting in the agreement being terminated.\*\***

**2. Materials**

All materials and supplies shall be of a quality satisfactory to the Coordinator.

The Township shall only supply the following:

- Floor wax, wax remover
- Multipurpose cleaner, bowl cleaner
- Spot carpet cleaner
- Disinfectant, spot and window cleaner
- Toilet tissue
- Paper towels
- Nitrile gloves
- Garbage and compostable bags
- Hand soap, hair and body soap
- Urinal deodorant screens
- Electric light replacements and repairs
- Other items as agreed to

## **SPECIFICATIONS (cont'd)**

### **3. Storage**

Storage for supplies will be provided in areas to be designated by the Coordinator. Storage of supplies will be done in accordance with the workplace Hazardous Materials Information System (WHMIS). The Contractor is entirely responsible for coordination and administration of WHMIS for use in the janitorial spaces provided in each building.

### **4. Equipment**

The Contractor shall equip their staff with suitable modern equipment to enable them to perform their tasks.

As well as being adequate for the tasks, equipment shall be such as not to damage or cause unnecessary wear and tear to the building surfaces, furnishings or equipment. It is anticipated that most of this equipment (carts, pails, vacuum cleaners, brooms, mops etc.) will be new at the beginning of this contract and shall be replaced when worn out.

### **5. Labour**

The Contractor shall supply a sufficient number of workers to adequately perform the tasks required. This number will be determined by the prior experience and expert knowledge of the Contractor. Workers employed at the Public Safety Building must be able to obtain appropriate security clearance to the satisfaction of the Victoria Police Department.

### **6. Task Location/Frequency**

(1) The work shall be done in accordance with the Task/Location Frequency Schedule which is part of this Specification.

All semi-annual, annual and quarterly duties are to be completed in the first month of the contract. Monthly periodic cleaning is to be done in the first week of the month. Bi-monthly periodic cleaning is to be done in the first week of each bi-monthly period.

The Contractor shall supply at the time of contract execution, a complete schedule of periodic cleaning services by facility (the day of the month or week that periodic cleaning tasks will be done in the three (3) facilities), a copy of which is to be supplied to the Coordinator.

#### **(2) Facility 1 – Municipal Hall**

The areas indicated in BLUE on the attached floor plans of the Municipal Hall are to be cleaned and serviced five days per week from Monday to Friday, between the hours of **5:00 pm and 6:00 am**. The number of working days for the Municipal Hall is approximately 250 per year.

**NOTE: Council meetings are normally held Monday nights between 7:00 pm and 10:00 pm. Vacuuming or other noisy operations that would be a disturbing influence are not permitted during these meetings. A schedule will be provided detailing which Monday's Council is held.**

**SPECIFICATIONS (cont'd)**

**(3) Facility 2 – Police Facility**

The areas indicated on the attached floor plans of the Public Safety Building are to be cleaned and serviced five days per week from Monday to Friday.

In order that the premises are at their best for the regular business hours, cleaning of the main areas must be done between **9:00 am and 4:00 pm daily**.

**Any and all cleaning services that cannot be completed within the above noted times must be coordinated with the Victoria Police Department – Esquimalt Division and Coordinator.**

**(4) Facility 3 – Public Works Yard**

The areas indicated in BLUE on the attached floor plans of the Public Works Yard are to be cleaned and serviced five days per week from Monday to Friday, between the hours of **4:00 pm and 11:00 pm**. The number of working days for the Public Works Yard is approximately 250 per year.

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 22-02**

**INSPECTION STANDARDS**

**1. General**

The work shall be performed by fully trained persons, competent in the particular operation assigned to them and, if required by the Coordinator, under continuing supervision by the Contractor's Supervisor having the authority and knowledge necessary for effective influence on the conduct of work.

The Contractor's Supervisor or other official representative shall be available for discussion with the Coordinator as necessary, at which times any shortcomings will be brought to the Contractor's attention so that corrections may be made.

The Inspection Standards are meant to indicate acceptable results of good cleaning techniques and are part of this specification. The Coordinator will not assume any responsibilities for instructing workers in the techniques and will not normally speak directly to the workers but may do so in urgent matters if the Contractor's Supervisor is not immediately available.

**2. Performance Assessment**

The Contractor's overall performance and the quality of their work will be determined by the Coordinator's inspection using the Inspection Standards in conjunction with the Task Location/Frequency Tables.

It should be noted that the Municipal Hall and Public Safety Building are the showplaces of the Municipality, so it is imperative that the janitorial service be of a high standard. Contractors are requested to keep this in mind when submitting their tenders.

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 22-02**

**CLEANING TASK SCHEDULE**

**FACILITY 1: MUNICIPAL HALL**

<b>MUNICIPAL HALL: PERIODIC SERVICE - GENERAL</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/year <i>To be determined</i>	All carpets will be cleaned, using hot water extraction method.
1 time/year <i>To be determined</i>	All walls will be washed, floor to ceiling.
1 time/year <i>To be determined</i>	All upholstered furniture to be shampooed.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
4 times/year	Interior glass will be cleaned.
1 time/month	High dusting of all wall hangings, such as pictures, graphs, etc., tops of doors, high cabinets and high ledges.
1 time/month	Window ledges will be dusted.
1 time/month	Exterior glass will be cleaned.
3 times/year	Floors will be spray buffed.
1 time/month	All bright work, including push plates and kick plates, will be cleaned.
1 time/month	Hand dust, with a dusting tool, all telephones and horizontal surfaces within in reach, i.e., tops of desks if clean, tables, filing cabinets, radiators, partition ledges and horizontal blinds.

**CLEANING TASK SCHEDULE (cont'd)**

<b>MUNICIPAL HALL: CLEANING TASK SCHEDULE - ROOMS GENERAL</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	Office furniture will be spot cleaned weekly or as needed.
1 time/week	All carpet stains removed weekly or as needed.
1 time/month	Hand dust, with a dusting tool, all telephones and horizontal surfaces within in reach, i.e., tops of desks if clean, tables, filing cabinets, radiators, partition ledges and horizontal blinds.
3 times/week	<b>Spot Cleaning:</b> Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	All lino floors will be swept with a treated dust mop and damp mopped daily.
5 times/week	All carpets will be vacuumed daily.
5 times/week	All standard wastepaper receptacles will be emptied, and damp wiped if needed; and refuse removed to a designated area in the building for disposal. For the protection of the owner or tenant, in order to ensure that no articles of value are inadvertently discarded, only the contents of the waste receptacles will be emptied.
5 times/week	All recyclable material shall be removed and placed in the specified containers provided by the municipality.
5 times/week	Front and Rear Entrance glass and glass doors will be cleaned daily.
5 times/week	All compostable materials (bathroom paper towels, lunchroom food waste) shall be removed and placed in the specified containers provided by the municipality. Any plastics or other contaminants will be manually removed from the compostable bin if present and disposed in the appropriate receptacle. Compostable materials must be disposed in the appropriate receptacle.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
1 time/month	Windowsills will be damp wiped.



**CLEANING TASK SCHEDULE (cont'd)**

**MUNICIPAL HALL: CLEANING TASK SCHEDULE - ROOMS GENERAL**

Frequency	Cleaning Services Task
1 time/month	Furniture will be damp wiped.
1 time/month	Damp wipe and vacuum air diffusers/grills.
4 times/year	Interior glass will be cleaned.
1 time/month	Exterior glass will be cleaned.

**MUNICIPAL HALL: CLEANING TASK SCHEDULE - MAIN LOBBIES, ENTRANCES AND HALLWAYS**

Frequency	Cleaning Services Task
1 time/week	Furniture will be spot cleaned.
2 times/week	<b>Spot Cleaning:</b> Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	Floors will be swept using a treated dust mop and damp mopped daily.
5 times/week	Entrance matting or grates and door mats will be cleaned or vacuumed daily.
5 times/week	Both sides of front and rear door glass will be cleaned daily.
5 times/week	All glass doors and door glass panels shall be cleaned daily.
1 time/year	All walls to be washed floor to ceiling.
4 times/year	Furniture will be damp wiped.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
6 times/year	All surfaces within reach will be dusted using a treated dust cloth.
1 time/month	Damp wipe and vacuum air diffusers and grills.
1 time/month	Accessible windowsills will be damp wiped.
3 times/year	Floors will be spray buffed.

**CLEANING TASK SCHEDULE (cont'd)**

<b>MUNICIPAL HALL: CLEANING TASK SCHEDULE - STAIRS AND LANDINGS</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	East stairs and landings from the Third floor to Main floor will be swept, spot mopped, and mats vacuumed.
5 times/week	West stairs and landings from the third floor to main floor will be swept, spot mopped, and mats vacuumed.
1 time/month	All baseboards, ledges, handrails or other surfaces will be dusted, using a treated cloth.

<b>MUNICIPAL HALL: CLEANING TASK SCHEDULE - WASHROOMS AND CHANGE ROOM</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	Dust tops of partitions and all other ledges within reach.
1 time/week	Clean and sanitize shower stalls, bases and doors.
5 times/week	Sweep and damp mop all lino flooring with a germicidal detergent.
5 times/week	Clean all doors, mirrors, powder shelves, bright work, i.e. faucets, toilet seats, hinges, flushometers.
5 times/week	Clean and sanitize all basins, bowls and urinals; making certain to clean under sides of same.
5 times/week	Wash both sides of toilet seats.
5 times/week	Clean and sanitize 3 <sup>rd</sup> floor shower.
5 times/week	Spot clean cubicle partitions.
5 times/week	Empty and clean paper towel and sanitary disposal receptacles. Paper towel receptacles are to be emptied into the specified compost receptacle provided by the municipality.
5 times/week	Replenish washroom supplies.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
1 time/month	Partitions and tile walls will be washed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
3 times/year	Floors will be spray buffed

**CLEANING TASK SCHEDULE (cont'd)**

<b>MUNICIPAL HALL: CLEANING TASK SCHEDULE - LUNCH ROOM</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
5 times/week	Sweep all lino floor areas.
5 times/week	Wet mop lunchroom floor area with a solution of <b>degreaser</b> .
5 times/week	All waste receptacles will be emptied and cleaned. Compost and recyclables will be emptied directly into specified receptacles provided by the municipality. Inside receptacles will be cleaned/disinfected as required.
5 times/week	Table and chairs will be wiped down daily.
5 times/week	All dishes to be placed in dishwasher, washed and dried.
5 times/week	Lunchroom sink to be cleaned and wiped dry.
1 time/year <b>To be determined</b>	Walls to be washed.
2 times/year <b>To be determined</b>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
2 times/year	Kitchen cupboards to be washed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
1 time/month	The refrigerator and microwave shall be cleaned on the first Monday of each month.
3 times/year <b>To be determined</b>	Lino floors will be spray buffed.

<b>MUNICIPAL HALL: CLEANING TASK SCHEDULE - ADDITIONAL TASKS - COUNCIL CHAMBERS</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
5 times/week	The Council Chamber is to be vacuumed out, the tables wiped down with a damp cloth and the room checked for fingerprints on walls, doors, etc. All waste receptacles will be emptied and cleaned. Compost and recyclables will be emptied directly into specified receptacles provided by the municipality. Inside receptacles will be cleaned/disinfected as required, daily.

**NOTE: Council or Committee meetings are normally held Monday nights between 7:00 p.m. and 10:00 p.m. Vacuuming or other noisy operations that would be a disturbing influence are not permitted during these meetings.**

**CLEANING TASK SCHEDULE (cont'd)**

**FACILITY 2: POLICE FACILITY**

<b>POLICE FACILITY: CLEANING TASK SCHEDULE - ROOMS GENERAL</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	All carpet stains removed weekly or as needed.
1 time/week	Office furniture will be spot cleaned.
5 times/week	All interior doors will be spot cleaned.
2 times/month	Hand dust, with a dusting tool, all telephones and horizontal surfaces within in reach, i.e., tops of desks if clean, tables, filing cabinets, radiators, partition ledges and horizontal blinds.
5 times/week	Spot Cleaning: Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	All lino floors will be swept with a treated dust mop and damp mopped daily.
5 times/week	All carpets will be vacuumed daily.
5 times/week	All waste receptacles will be emptied and cleaned. Compost and recyclables will be emptied directly into specified receptacles provided by the municipality. Inside receptacles will be cleaned/disinfected as required.
1 time/week	All recyclable material shall be removed and placed in the specified containers provided by the municipality.
5 times/week	Front and rear entrance glass and glass doors will be cleaned daily.
4 times/year	Furniture will be damp wiped.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning. To be co-ordinated with the "Coordinator"
1 time/month	Windowsills will be damp wiped.
1 time/month	Damp wipe & vacuum air diffusers/grills.
5 times/week	All interior doorknobs to be sanitized daily.
4 times/year	Interior glass will be cleaned.
1 time/month	Exterior glass will be cleaned.
3 times/year <i>To be determined</i>	Lino floors will be spray buffed.

**CLEANING TASK SCHEDULE (cont'd)**

**POLICE FACILITY CLEANING TASK SCHEDULE - MAIN LOBBIES, ENTRANCES AND HALLWAYS**

Frequency	Cleaning Services Task
1 time/week	Furniture will be dusted or vacuumed.
1 time/week	Furniture will be spot cleaned.
5 times/week	<b>Spot Cleaning:</b> Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	Floors will be swept using a treated dust mop and damp mopped daily.
5 times/week	Entrance matting or grates and door mats will be cleaned or vacuumed daily.
5 times/week	Both sides of front and rear door glass will be cleaned daily.
5 times/week	All glass doors and door glass panels shall be cleaned daily.
1 time/year <i>To be determined</i>	All walls to be washed floor to ceiling.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning. To be co-ordinated with the "Coordinator".
4 times/year	Furniture will be damp wiped.
1 time/month	Damp wipe and vacuum air diffusers and grills.
1 time/month	Accessible windowsills will be damp wiped.
3 times/year <i>To be determined</i>	Lino floors will be spray buffed.

**CLEANING TASK SCHEDULE (cont'd)**

<b>POLICE FACILITY: CLEANING TASK SCHEDULE - WASHROOMS AND CHANGE ROOM</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	Dust tops of partitions and all other ledges within reach.
3 times/week	Clean and sanitize shower stalls, bases and doors.
5 times/week	Sweep and damp mop all epoxy flooring with a germicidal detergent.
5 times/week	Clean all doors, mirrors, powder shelves, bright work, i.e. faucets, toilet seats, hinges, flushometers.
5 times/week	Clean and sanitize all basins, bowls and urinals; making certain to clean under sides of same.
5 times/week	Wash both sides of toilet seats.
5 times/week	Clean and sanitize all showers.
5 times/week	Spot clean cubicle partitions.
5 times/week	Empty and clean paper towel and sanitary disposal receptacles.
5 times/week	Replenish washroom supplies.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning. To be co-ordinated with the "Coordinator".
1 time/month	Partitions and tile walls will be washed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
3 times/year <i>To be determined</i>	Lino floors will be spray buffed

**CLEANING TASK SCHEDULE (cont'd)**

<b>POLICE FACILITY: CLEANING TASK SCHEDULE - LUNCH ROOM</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
5 times/week	Wet mop lunchroom floor area with a solution of <b>degreaser</b> .
5 times/week	All waste receptacles will be emptied and cleaned.
5 times/week	Table and chairs will be wiped down daily.
5 times/week	Lunchroom walls around small garbage can to be cleaned and wiped dry.
1 time/year <i>To be determined</i>	Walls to be washed floor to ceiling.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning. To be co-ordinated with the "Coordinator".
2 times/year	Kitchen cupboards to be washed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
1 time/month	The refrigerator and microwave shall be cleaned on the first Monday of each month.
3 times/year <i>To be determined</i>	Lino floors will be spray buffed.
1 time/week	The outer surfaces of the refrigerator and microwave shall be cleaned weekly.

**CLEANING TASK SCHEDULE (cont'd)**

**Facility 3: PUBLIC WORKS YARD**

<b>PUBLIC WORKS YARD: CLEANING TASK SCHEDULE - ROOMS GENERAL</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	All interior doors will be spot cleaned.
2 times/month	Hand dust, with a dusting tool, all telephones and horizontal surfaces within in reach, i.e., tops of desks if clean, tables, filing cabinets, radiators, partition ledges and horizontal blinds.
2 times/week	<b>Spot Cleaning:</b> Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	All epoxy floors will be swept, and damp mopped daily.
5 times/week	All wastepaper receptacles will be emptied cleaned.
5 times/week	All recyclable material shall be removed and placed in the specified containers provided by the municipality.
5 times/week	Front and Rear Entrance glass and glass doors will be cleaned daily.
1 time/month	Furniture will be damp wiped
2 times/year <i>To be determined</i>	All epoxy floors will be machine scrubbed.
1 time/month	Windowsills will be damp wiped.
1 time/month	Damp wipe and vacuum air diffusers/grills.
1 time/year <i>To be determined</i>	All walls to be washed floor to ceiling.
5 times/week	All compostable materials (bathroom paper towels, lunchroom food waste) shall be removed and placed in the specified containers provided by the municipality. Any plastics or other contaminants will be manually removed from the compostable bin if present and disposed in the appropriate receptacle.
4 times/year	Interior glass will be cleaned.
1 time/month	Exterior glass will be cleaned.
3 times/year <i>To be determined</i>	Lino floors will be spray buffed.



**CLEANING TASK SCHEDULE (cont'd)**

<b>PUBLIC WORKS YARD: CLEANING TASK SCHEDULE - MAIN OFFICE</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	Office furniture will be spot cleaned.
2 times/week	<b>Spot Cleaning:</b> Finger marks or smudges will be removed from walls and other surfaces and where spots cannot be removed by normal means, they shall be reported to the City representative.
5 times/week	Floors will be swept using a treated dust mop and damp mopped daily.
5 times/week	Entrance matting or grates and door mats will be cleaned or vacuumed daily.
5 times/week	Both sides of front and rear door glass will be cleaned daily.
5 times/week	All glass doors and door glass panels shall be cleaned daily.
1 time/year <i>To be determined</i>	All walls to be washed floor to ceiling.
2 times/year <i>To be determined</i>	Lino floors will be machine scrubbed and two coats of high quality, high gloss resin base finish applied. Task to be completed on a Friday night to allow the fumes to dissipate prior to regular staff returning to work Monday morning.
1 time/month	Furniture will be damp wiped.
1 time/month	Damp wipe and vacuum air diffusers and grills.
1 time/month	Accessible windowsills will be damp wiped.

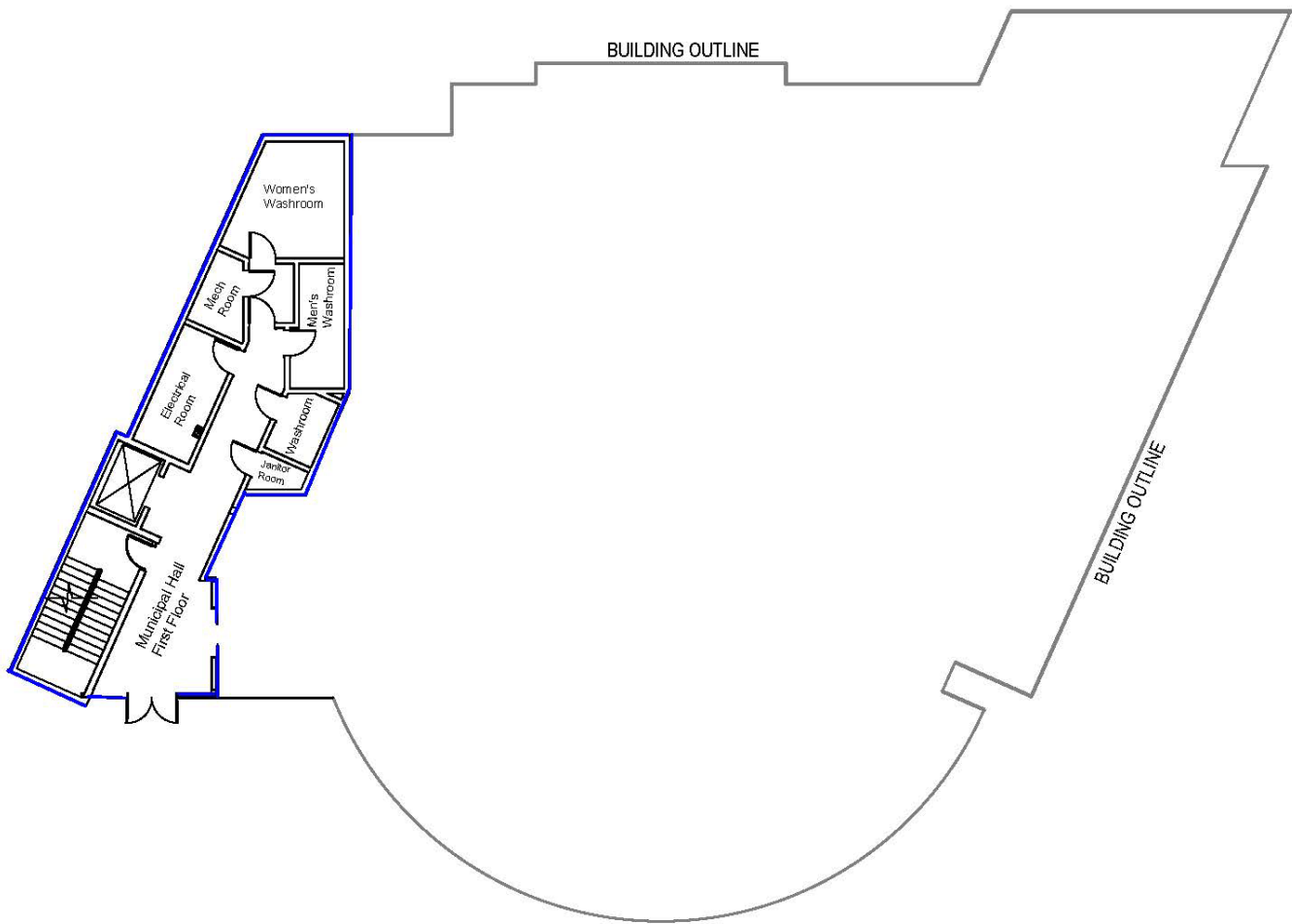
**CLEANING TASK SCHEDULE (cont'd)**

<b>PUBLIC WORKS YARD: CLEANING TASK SCHEDULE - WASHROOMS AND CHANGE ROOMS</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
1 time/week	Dust tops of partitions and all other ledges within reach.
2 times/week	Clean and sanitize shower stalls, bases and doors.
5 times/week	Sweep and damp mop all flooring with a germicidal detergent.
5 times/week	Clean all doors, mirrors, powder shelves, bright work, i.e. faucets, toilet seats, hinges, flushometers.
5 times/week	Clean and sanitize all basins, bowls and urinals; making certain to clean under sides of same.
5 times/week	Wash both sides of toilet seats.
5 times/week	Clean and sanitize all showers.
5 times/week	Spot clean cubicle partitions.
5 times/week	Empty and clean paper towel and sanitary disposal receptacles.
5 times/week	Replenish washroom supplies.
2 times/year <b>To be determined</b>	All epoxy floors will be machine scrubbed.
1 time/month	Partitions and tile walls will be washed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
1 time/year <b>To be determined</b>	Walls to be washed floor to ceiling.

**CLEANING TASK SCHEDULE (cont'd)**

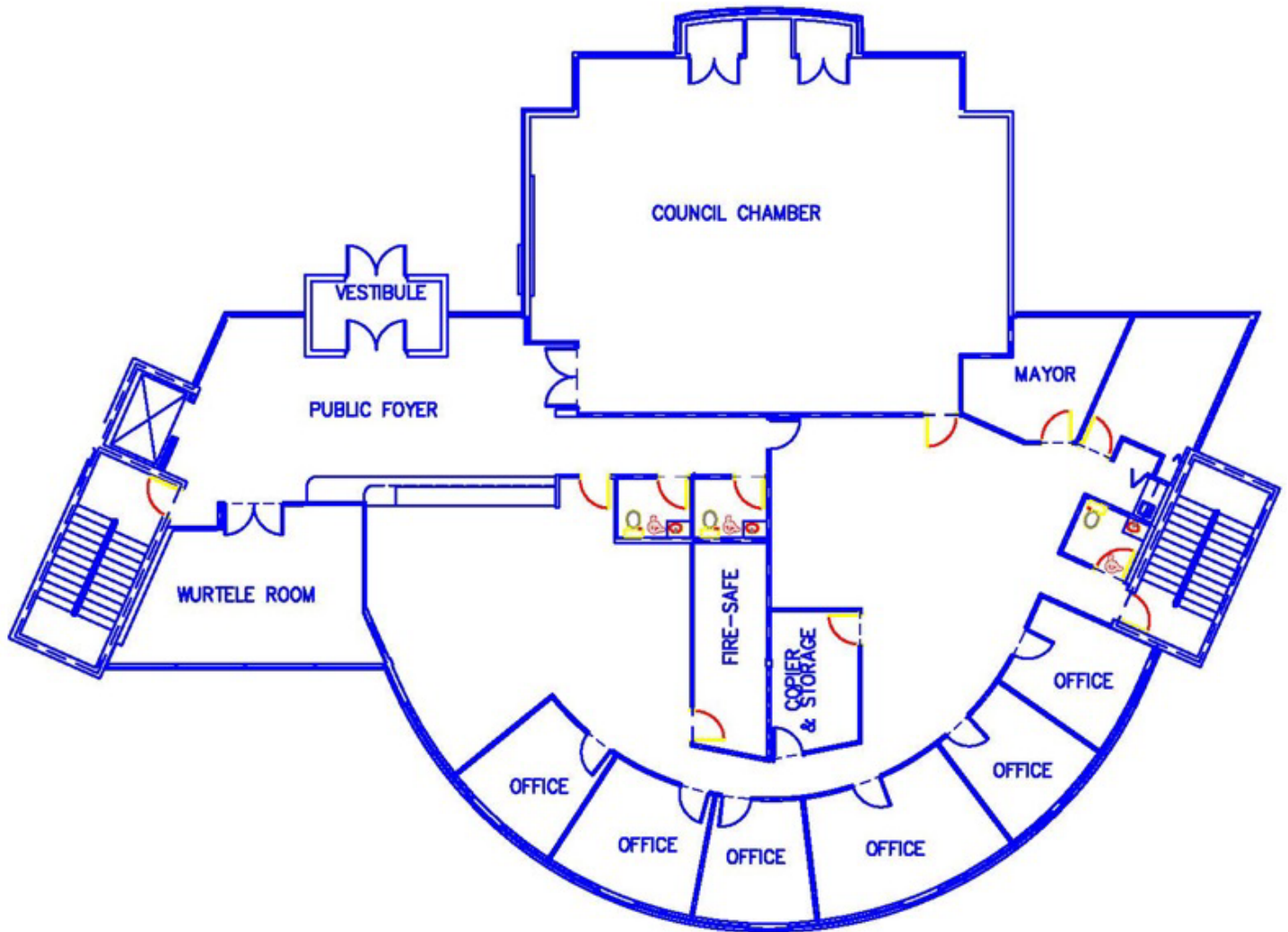
<b>PUBLIC WORKS YARDL: CLEANING TASK SCHEDULE - LUNCH ROOM</b>	
<b>Frequency</b>	<b>Cleaning Services Task</b>
5 times/week	Sweep all epoxy floor areas.
5 times/week	Wet mop lunchroom floor area with a solution of <b>degreaser</b> .
5 times/week	All waste receptacles will be emptied and cleaned.
5 times/week	Table and chairs will be wiped down daily.
5 times/week	Lunchroom sink to be cleaned and wiped dry.
1 time/year <b>To be determined</b>	Walls to be washed.
2 times/year	Kitchen cupboards to be washed.
2 times/year	Epoxy floors will be machine scrubbed.
1 time/month	Damp wipe and vacuum air diffusers/grills.
5 times/week	Dishwasher to be loaded and turned on.
1 time/month	The refrigerator and microwave shall be cleaned on the first Monday of each month.

**CLEANING AREA PLANS**



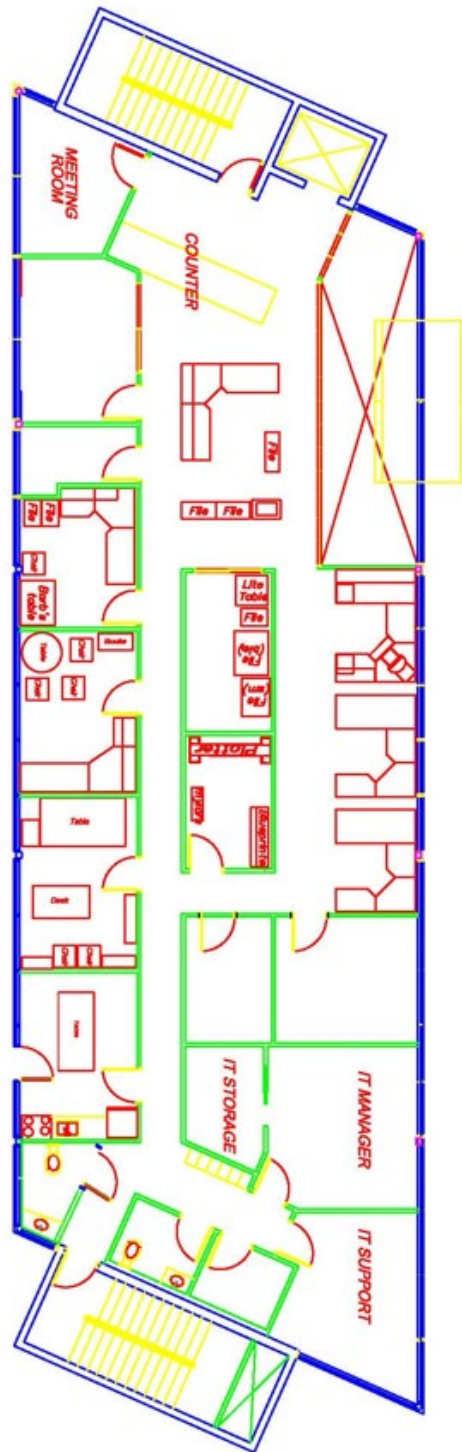
**MUNICIPAL HALL FIRST FLOOR**

Note: Approximate cleaning area is 60 sq. m.



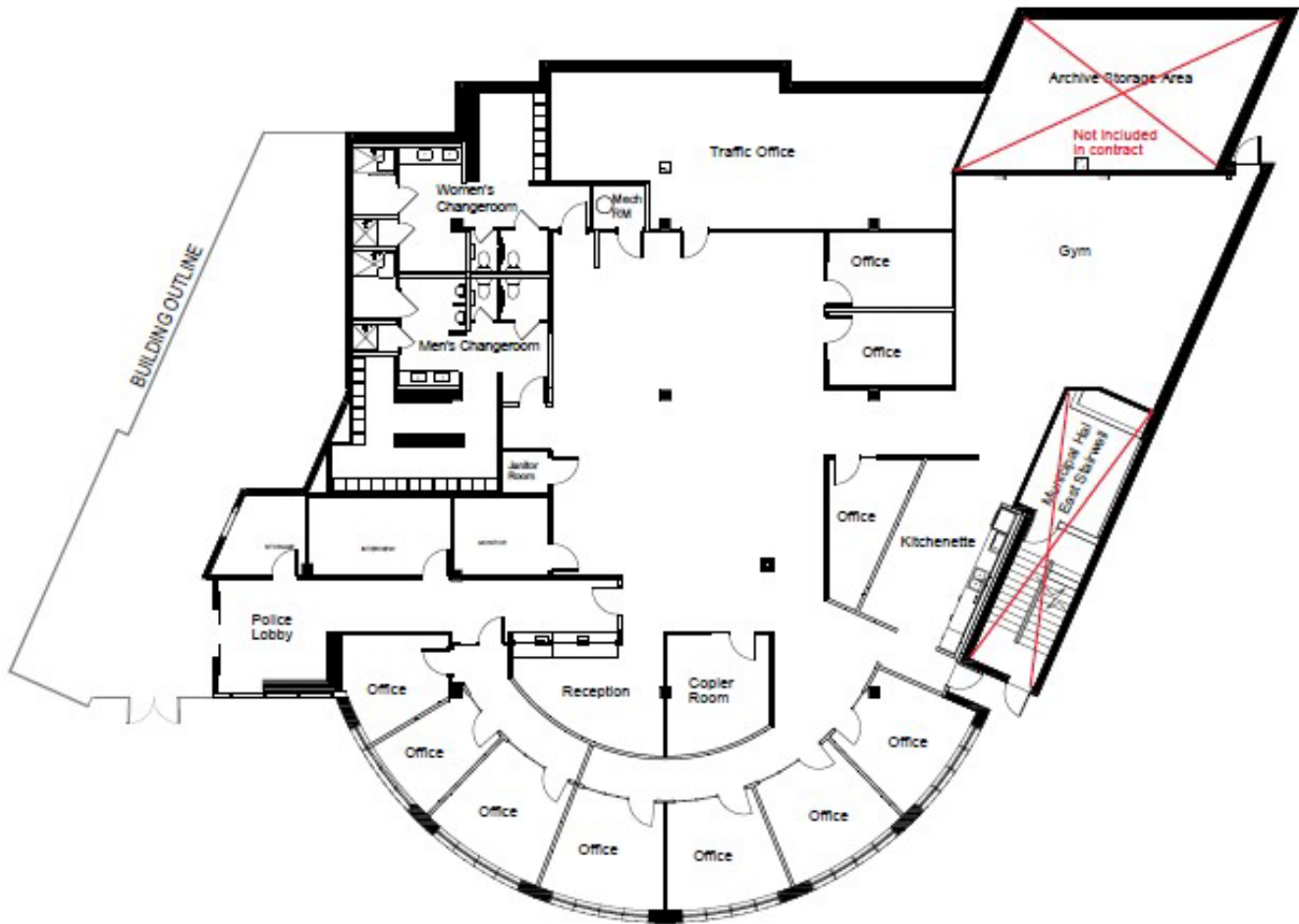
## MUNICIPAL HALL SECOND FLOOR

Note: Approximate cleaning area is 580 sq. m.



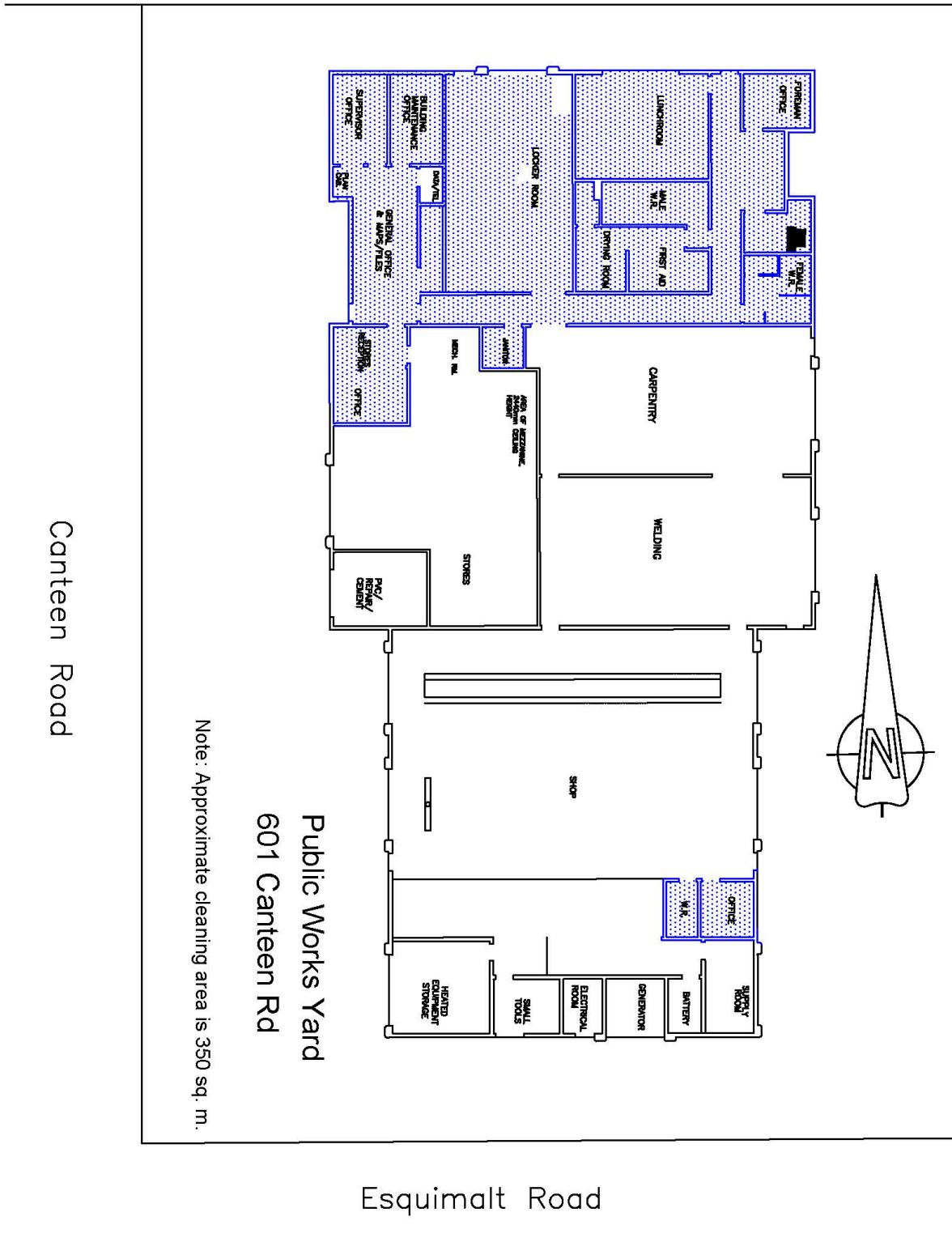
## MUNICIPAL HALL THIRD FLOOR

Note: Approximate cleaning area is 350 sq. m.



## POLICE FACILITY

Note: Approximate cleaning area is 797 sq. m.





**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
**JANITORIAL SERVICES FOR MUNICIPAL FACILITIES**  
**CONTRACT NO. PW 22-02**  
**CONTRACT AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
1229 Esquimalt Road  
Esquimalt, BC V9A 3P1

(herein called the "Township")

OF THE FIRST PART

**AND:**

**CONTRACTOR NAME**  
Address  
City, Province Postal Code

(herein called the "Contractor")

OF THE SECOND PART

**WHEREAS:**

- A. The Township called for bids for "Janitorial Services" and the Contractor in reply submitted a proposal. A copy of the call for bids is attached as Schedule "A" to this Agreement, and a copy of the Contractor's bid is attached as Schedule "B" to this Agreement.
- B. The Township has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "C" to this Agreement (the "**Services**") to the Township on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the Township and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Township to the Contractor agree as follows:

**1.0 AGREEMENT**

1.1 Attached hereto and forming part of this Agreement are:

- (1) Schedule A – Invitation to Tender
- (2) Schedule B – Proponent's Bid
- (3) Schedule C - Services

- (4) Schedule D – Certificates of Insurance
- (5) Schedule E – WorkSafe BC Clearance Letter

## 2.0 DEFINITIONS

### 2.1 In this Agreement:

- (1) “**Services**” means the services to be provided by the Contractor, as described in Schedule “C” to this Agreement.

## 3.0 TERM

- 3.1 The term of this Agreement is for the period commencing **June 1, 2024**, and terminating on **May 31, 2026** (the “**Term**”), subject to earlier termination as provided in section 7 of this Agreement. Two (2) additional one-year extension option may be exercised by mutual agreement but must be declared on or before **December 31, 2025**.

## 4.0 CONTRACTOR’S DUTIES AND RESPONSIBILITIES

### 4.1 The Contractor must:

- (1) Provide the Township with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule “C” to this Agreement, and to the satisfaction of the Township.
- (2) Supply all labour, and certain equipment and materials as outlined in Schedule “C” and do all things necessary for the provision of Services.
- (3) Perform the Services for the Township with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services.
- (4) Charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services.
- (5) Obtain and maintain in force throughout the Term the insurance required under Schedule “D” to this Agreement.
- (6) Be registered as an employer with WorkSafe BC and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees.
- (7) Provide satisfactory proof of the Contractor’s WorkSafe BC coverage upon request by the Township.
- (8) The Contractor may not hire any sub-contractor under this Agreement without the Township’s prior written consent, except as described in the Contractor’s proposal attached as Schedule “B” to this Agreement.
- (9) The Contractor shall be responsible for all services under this Agreement even if the sub-contractors are approved by the Township. For sub-contractors retained by the Contractor and approved by the Township, the contractor shall bind the sub-contractors to the terms of this Agreement.

## 5.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

### 5.1 The Contractor represents and warrants the Township that:

- (1) If the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia.
- (2) The Contractor has sufficient trained staff, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

## **6.0 INVOICES**

- 6.1 Invoices are to be address to the Township of Esquimalt, 1229 Esquimalt Rd, Esquimalt BC, V9A 3P1.
- 6.2 The Contractor shall submit invoice dated the last day of the month for services rendered during said month.
- 6.3 One (1) invoice must be submitted for services for all buildings included in the Services for this Agreement. Each facility must be itemized separately on the invoice as an individual line item and is to include applicable GST for each line item.

## **7.0 PAYMENT**

- 7.1 The Township agrees to pay the Contractor the fee for all Service rendered under this Agreement in accordance with the provisions of Schedule "C".
- 7.2 The Township shall not pay any amount exceeding \$ \_\_\_\_\_ dollars per month (including applicable taxes) in Canadian Funds. (The cost per building breakdown shall be as detailed in the Form of Tender).
- 7.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

## **8.0 IDEMNIFICATION**

- 8.1 The Contractor shall indemnify and save harmless the Township from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the Work, including his omissions, improper acts and delays in executing the Work.
- 8.2 The Contractor shall compensate the Township for any loss of or damage to, the Township's premises or property, arising out of the performance of the Work.

## **9.0 RIGHTS AND REMEDIES**

- 9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.2 No action or failure to act by the Township or Contractor shall constitute a waiver of any right or duty afford any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **10.0 TERMINATION**

- 10.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Township may terminate this Agreement by written notice to the Contractor.
- 10.2 The Township may terminate this Agreement, where the Contractor or his agents, employees, or subcontractors, despite notice thereof, persist in rendering services unacceptable to the Township.
- 10.3 The Township may terminate this Agreement, without cause, at any time by giving not less than thirty (30) days written notice to the Contractor.
- 10.4 In the event that this Agreement is terminated, the township shall pay the contractor for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Township for damages or costs incurred by the Township or any of its elected officials, officers or employees or any person on behalf of the Township arising from the Contractor's default.

## 11.0 SECURITY CLEARANCE

- 11.1 Upon being awarded the contract the Contractor will immediately provide the Victoria Police Esquimalt Division with details of the work force to be employed in carrying out the janitorial services. The Contractor and all their employees and sub-contractor's will be subject to satisfactory security clearance by the Victoria Police. The Contractor will at any given time have a minimum of two employees that have a valid security clearance. Failure to maintain two security cleared employees is grounds for termination of the contract. The Contractor and employees must be cleared prior to ratification of this contract.
- 11.2 That the Contractor will ensure that alternate personnel who have been security cleared are available in the event of holidays or sickness to carry out janitorial services by the Contractor's staff.

## 12.0 CONFIDENTIALITY

- 12.1 The Contractor shall not disclose any information, data or confidential information of the Township or its facility's tenants, to any person, other than representatives of the Township duly designated for that purpose in writing by the Township and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

## 13.0 EQUIVALENT PAY

- 13.1 The Contractor shall comply with Article 34.01 of the Collective Agreement drawn up between the Corporation of the Township of Esquimalt and the Canadian Union of Public Employees, Local 374, which states: "*All sub-contractors of the Corporation shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed*", and agrees further that for the purpose of ensuring compliance with the said Article 34.01, the Township may from time to time, by its Director of Financial Services or his nominee, on the giving of reasonable notice, inspect and take copies of any and all payrolls, timesheets, cancelled cheques, books of account and other records having to do with the payment of wages to employees engaged in the aforesaid work. A Custodian Maintenance Worker is currently paid at Pay Band 2, Level 1 - \$28.40 per hour (2024 rate), this hourly wage rate may increase as a result of a new Collective Agreement negotiated between the Corporation of the Township of Esquimalt and the Canadian Union of Public employees, Local 374.

## 14.0 NOTICES

- 14.1 Any notices or other correspondence to be given under this Agreement shall be deemed to be adequately given if sent by registered mail or email addressed as follows:

If to the Township:                      Township of Esquimalt  
   Attention: Ken Gawryluk  
   1229 Esquimalt Rd  
   Esquimalt, BC V9A 3P1  
   Email: [ken.gawryluk@esquimalt.ca](mailto:ken.gawryluk@esquimalt.ca)

If to the Contractor:                      Company Name  
   **Attention:**  
   Address  
   Email:

## 15.0 GOVERNING LAW

- 15.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province British Columbia. The Courts of British Columbia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

**16.0 TIME OF ESSENCE**

16.1 The services must be provided within the time limits as herein specified.

**17.0 BINDING EFFECT**

17.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, administrators, legal representatives, successors and permitted assignees.

**18.0 SEVERABILITY**

18.1 Should any term or portion of this Agreement be found to be invalid or unenforceable the remainder shall continue to be valid and enforceable.

**19.0 NO ASSIGNMENT**

19.1 The Contractor shall not, without the prior written consent of the Township, which consent may be withheld at the discretion of the Township, assign the benefit or in any way transfer the obligations of this Agreement.

**20.0 WAIVER**

20.1 The Township may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other contractor.

**21.0 ENTIRE AGREEMENT**

21.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

**22.0 EXECUTION**

22.1 No work shall be performed by the Contractor until the Agreement has been executed by both parties.

**IN WITNESS WHEREOF** this Contract was duly executed by the parties hereto as of the day, month and year first written above. By signing below, the parties to this contract have agreed to be bound by the terms of this Contract.

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

Per: \_\_\_\_\_  
DIRECTOR OF ENGINEERING & PUBLIC WORKS

**CONTRACTOR**

By its authorized signatory (ies)

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (please print)

**SCHEDULE A  
INVITATION TO TENDER**

**SCHEDULE B  
PROPONENT'S BID**



**SCHEDULE C  
SERVICES**

**SCHEDULE D  
CERTIFICATES OF INSURANCE**

**SCHEDULE E  
WORKSAFE BC CLEARANCE LETTER**