



Request for Proposal

Sensisyusten House of Learning Janitorial

RFP-2019-13 – School Janitorial

**Issue date:** July 25, 2019

**Closing date and time:** 2:00pm PST on August 15, 2019

Proposals received after the Closing Date may be rejected.

Proponents are requested to deliver and ensure proposals are received and time/date stamped.

<b>Mail / Courier</b>	<b>Electronic (preferred)</b>
Westbank First Nation 515 – Highway 97 South, Kelowna BC, V1Z3J2 Attention: Purchasing  (See instructions below)	Electronic copies of the RFP may be submitted to: <a href="mailto:Purchasing@WFN.ca">Purchasing@WFN.ca</a> The subject line must contain the following: Response to RFP-2019-13 – School Janitorial (See instructions below)
<b>Fax Responses Will Not Be Accepted</b>	

*Community. Leadership. Pride.*

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## Section 1 – Instruction to Proponents

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This section defines the proposal preparation and submission procedures that are to be followed by all Proponents. Proponents are cautioned to carefully read and follow the procedures required by this proposal, as any deviation from these requirements may be cause for rejection. In this Request for Proposal (“RFP”), Westbank First Nation is referred to as “WFN”.

### 1. Request for Proposal Summary

WFN is requesting proposals from reputable Janitorial organizations to provide Janitorial Services at WFN's Sensisysten House of Learning (the School) for a three (3) year term, with two optional one (1) year extensions. The School is located at 1920 Quail Lane, Westbank BC. Details of the required Services are described in Section 3 – Specifications of this document.

### 2. Mandatory Confirmation Form

Proponents are required to complete and email the attached Confirmation Form to [purchasing@wfn.ca](mailto:purchasing@wfn.ca) upon receipt of this RFP. All subsequent information regarding this RFP, including changes made to this document, will be directed to Proponents who returned the Confirmation Form. This form is used to confirm a Proponent's participation in the RFP, as well as whether or not the Proponent's organization is owned or employs WFN members.

Failure to respond may be interpreted as an expression of non-interest. If WFN does not receive confirmation forms from three (3) consecutive RFPs, WFN may exclude the unresponsive Proponent from WFN's list of Proponents.

### 3. Proponent Meeting

The purpose is to allow Proponents an opportunity to ask questions for information pertaining to the requested Services. It is requested that questions be emailed in advance of the meeting to the attention of Jonathon Mitchell, Purchasing Administrator at [JLMitchell@WFN.ca](mailto:JLMitchell@WFN.ca).

Open discussion responses at the Proponent meeting shall not be binding. WFN shall issue written responses to questions that materially impact proposal documents in the form of written addenda.

It is mandatory that Proponents attend this meeting before submitting a proposal. Proposals will not be accepted by WFN from Proponents that do not attend the mandatory meeting.

It is requested that a maximum of two (2) representatives from each company attend the meeting.

Proponents will be requested to sign an attendance register at the beginning of the meeting.

<b>Mandatory Proponent's Meeting</b>	
Date:	August 8, 2019
Time:	From: 1:30pm To: 2:45pm
Address:	1920 Quail Lane, Westbank BC
WFN Attendees:	Jonathon Mitchell, Purchasing Manager Tina Marlow, Property Clerk

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#### 4. Proposal Closing and Submission Instructions

- A. The closing date for this Request for Proposal is August 15, 2019 at 2:00 PM PST, based upon WFN's Time Clock (the "Closing Date").
- B. Proposals received after the deadline may be rejected.
- C. WFN requests that proposals be delivered by the following method:
  - 1. Electronically

Proponents are requested to remit one (1) copy of their proposal electronically in Adobe or Microsoft format via e-mail to [purchasing@wfn.ca](mailto:purchasing@wfn.ca) and are to clearly identify the complete RFP number and name in the e-mail subject line of their the submission, provided that;

- i. If Proponent's response submission exceeds ten (10) MB of file size, the proposal must contact [purchasing@wfn.ca](mailto:purchasing@wfn.ca) to make alternative arrangements (EG.: flash drive, digital disc, Sharefile, FTP site, etc.)
  - ii. WFN will NOT accept responsibility for a failed or incomplete transmission of a proposal, etc.
  - iii. WFN will NOT accept alterable forms of electronic transmissions.
- 2. Fax Proposals will **NOT** be accepted
  - 3. Hardcopies are acceptable, but electronic copies are preferred.

Please ensure all hardcopies of proposals are delivered during normal operating hours: Weekdays 8:30 AM to 4:30 PM (before 2:00 PM on the Closing Date), in an envelope identified with the name and address of the Proponent, addressed to Westbank First Nation, WFN, Attn: Purchasing; with the RFP number and Closing Date clearly identified on the outside of the package to the following address:

Westbank First Nation  
101 - 515 Highway 97 South, Kelowna, BC  
V1Z3J2  
Attn: Purchasing

#### 5. How to Submit your Proposal

Proponents are requested to complete and return all the following by proposal closing time:

- 1. Westbank First Nation Proposal Form contained in Section 6 of this RFP;
- 2. Deliverables described in Section 3.5 of this RFP;
- 3. References contained in Section 5 of this RFP;
- 4. Any appendices, if requested; and
- 5. Additional Information, requested, not required (Section 7).

Proponents are not required to return sections containing the general and specific terms and conditions of this RFP, as applicable.

#### 6. Submission Conditions

- A. Proponents' must ensure receipt of a complete set of documents as listed by the page numbers. By submitting a proposal, the Proponent verifies its receipt of a complete set of proposal documents, including all addenda.
- B. Any additions or deletions made after 2:00 PM on the RFP Closing Date will not be accepted by WFN.

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- C. Proponents must allow sufficient time for the delivery of proposals by the Closing Date and time, based upon WFN’s time clock (Pacific Time). Proposals received after proposal closing time may be returned to the Proponent unopened.
  - D. Proposals will be opened in a confidential manner after the proposal Closing Date.
  - E. Except as provided in the Withdrawal of Proposals clause, proposals are irrevocable and will remain open for acceptance by WFN for a period of sixty (60) calendar days after the Closing Date.
  - F. All references made to money in any proposal must be in Canadian funds.
  - G. Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy WFN’s requirements in a more cost- effective manner. Proposals should be based on the instructions as outlined in this RFP.

### **7. Requests for Electronic Copy of Request for Proposal**

- A. For requests of electronic copies of this Request for Proposal, please contact the WFN Purchasing Manager at (250) 769-4999 or [purchasing@wfn.ca](mailto:purchasing@wfn.ca), and provide the appropriate RFP number, the name of the Proponent, as well as the Proponent’s phone number and email address.
- B. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. All improperly altered proposals will be rejected.

### **8. Withdrawal of Proposals**

The Proponent may withdraw its proposal at any time prior to the Closing Date and time by submitting a written withdrawal letter to the WFN Purchasing Manager, whereupon the proposal will be returned unopened.

### **9. Clarification**

- A. Questions relating to the proposal must be directed to the contact whose names appear below (the “WFN Contact”). The Proponents must not contact or ask questions of the WFN department for which the contract is being procured, unless so directed elsewhere in this document.

Proposal/Technical Inquiries:	Jonathon Mitchell, Purchasing Manager
	Westbank First Nation
	Phone: (250) 769-4999
	<a href="mailto:purchasing@wfn.ca">purchasing@wfn.ca</a>

- B. The Proponent may submit (in writing and by email ([purchasing@wfn.ca](mailto:purchasing@wfn.ca) )) any questions regarding the specifications, discrepancies, omissions, or any apparent ambiguities to the attention of WFN not less than three (3) working days before the Closing Date.
- C. WFN will review the question(s) and, where the information sought is not already clearly indicated, WFN will issue an addendum to all Proponents which such addendum will form part of the contract documents.
- D. Addenda are the only means of verifying, clarifying, or changing any of the information contained in this RFP. No employee or agent of WFN, other than the Purchasing Manager or duly authorized delegate, is authorized to change the content

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of the Proponents' proposal and/or any addenda. Receipt of all addenda must be acknowledged in the space provided on the Proposal Form.

- E. WFN will not grant requests for individual meetings in person with Proponents to answer any question before the Closing Date or before contract award, unless otherwise indicated in this document.

### **10. Ineligibility of Proposals**

It is essential that Proponent's proposals thoroughly address and complete each requirement identified in this RFP. Furthermore:

- A. Incomplete proposals may be declared "non-responsive";
- B. Proposals that are improperly signed, conditional, illegible, obscure, or contain material arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- C. Where there is a discrepancy, written amounts shall take precedence over figure amounts;
- D. WFN considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WFN, and any contractor involved in such litigation is ineligible to submit a bid.

### **11. Proposal Signing**

Proponents must, under the hand of a duly authorized signatory, execute the WFN Proposal Form contained in Section 6. The Proponent's legal name and the capacity in which the authorized signatory acts must be confirmed in the proposal. Proposal forms that do not contain an authorized signature may be rejected.

### **12. Contract Documents**

- A. Proponents must identify proposals with the designated proposal number as indicated.
- B. The following list of documents, and any other documents that may be incorporated by agreement of WFN and the Proponent shall comprise the contract documents, which include the following:
  - i. the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
  - ii. the Specifications appearing as part of this document;
  - iii. the Proposal Form and RFP Response, as submitted by the Proponent;
  - iv. WFN's standard form of contract and/or purchase order; and
  - v. any addenda issued prior to the closing of this RFP
- C. WFN assumes the Proponents acceptance of the general and specific terms and conditions unless the response clearly indicates otherwise. WFN reserves the right to negotiate, accept or reject Proponents' changes to the general and the specific terms and conditions.
- D. Where the terms and conditions of WFN's standard form of contract conflict with those of any other contract document, the terms and conditions of WFN's standard form of contract will prevail.



### **13. Taxes**

WFN is not subject to Provincial (“PST”), Carbon Tax or Goods and Services Tax (“GST”).  
Registration numbers are as follows:

GST# BN#105626220 RT0001  
PST# 1014-8312

### **14. Proposal Costs**

The Proponent is responsible for all costs incurred in the preparation and delivery of a proposal. For greater clarity, no costs whatsoever associated with the preparation and delivery of a proposal are chargeable to WFN.

### **15. Limitation of Damages**

The Proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process. Furthermore, the Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

### **16. Liability for Errors**

While WFN has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

### **17. Compliance**

Proponents agree to comply with all laws and regulations affecting this proposal document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

### **18. Entire Agreement**

The Proponent may be required to sign an agreement with WFN, as set out in the Contract Documents section of this document. That agreement, together with the documents referenced in the Contract Documents section of this RFP, shall be known as the Contract, and will constitute the entire agreement between the parties and supersede all prior verbal negotiations and representations.

### **19. Acceptance of Proposal**

- A. WFN is not bound to award to any Proponent or to the lowest priced qualified Proponent. The awarding of the RFP (if made) will be made upon all the evaluation criteria disclosed in this RFP, and shall be in WFN’s sole discretion, based upon the best overall value to WFN.



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- B. All proposals are subject to WFN Council approval and funding. Should all proposals received exceed WFN's set budget or not receive WFN Council approval, WFN reserves the right not to accept any proposals.
  - C. WFN reserves the right to disqualify from the competitive process, without notice or consultation any Proponent that has failed to meet its contractual obligations to WFN in any prior contract, in WFN's sole opinion. This includes, but is not limited to, situations which the Proponent has committed:
    - i. A breach in a current or prior contract with WFN;
    - ii. Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WFN.

#### **20. Right to Reject**

- A. WFN, in its sole discretion, reserves the right, upon appropriate investigation and evaluation, to determine to reject any or all proposals received, or to accept any proposals it considers advantageous, based on, inter alia, the following considerations:
  - i. a request for proposals must be cancelled due to budgetary issues that adversely impact WFN's ability to carry on its operations;
  - ii. there is a change in economic circumstances which adversely impact WFN's operations;
  - iii. information becomes available to WFN after the Closing Date which significantly changes the original scope of a request for proposal; or
  - iv. fewer than three (3) proposal responses are received by WFN;
- B. The right is reserved, as the interests of WFN may require, it to reject any or all proposals or to waive any minor irregularity or non-compliant issues in proposal(s) received.

#### **21. Negotiation Privilege**

WFN will ensure it has the ability to arrive at a mutually agreeable final contract with a Proponent. Negotiations may be held with the first potential Proponent including, but not limited to, matters such as:

- A. Price adjustments;
- B. Minor changes to scope of work;
- C. Contract details;
- D. Contract payment details; and
- E. Service requirements.

It is not the intent of WFN to allow for new or significantly altered proposals.

If a written contract cannot be negotiated with the Proponent who receives the highest score in the evaluation of the proposals received, WFN reserves the right to terminate negotiations with that Proponent and negotiate a contract agreement with the next highest ranked Proponent, or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The Proponent acknowledges and agrees that WFN is never contractually (or in any other manner) obligated to any Proponent until a written contract has been duly executed.

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## **22. Worksafebc assessment registration and standing**

As a condition of Contract award, the successful Proponent must be registered and in good standing with Assessment and Audit Operations of WorkSafeBC and shall maintain good standing during the term of the Contract.

For further information contact WorkSafeBC Employer Registration at (604) 244-6182 or [www.worksafebc.com](http://www.worksafebc.com).

## **23. WFN Member Employment**

As outlined in the Westbank First Nation Purchasing Policy [https://www.wfn.ca/docs/policy\\_2015-09\\_goods\\_services\\_and\\_asset\\_procurement.pdf](https://www.wfn.ca/docs/policy_2015-09_goods_services_and_asset_procurement.pdf), every RFP, Competitive Quotation, and Public Tender must contain and be evaluated using an Adjusted Price Calculation for businesses owned by or employing WFN members.

## **24. Security Clearance**

### **A. Security Requirements**

As a condition of contract award, WFN reserves the right, at its sole discretion, to request the successful Proponent, consent for WFN to obtain security clearance, including without limitation, a criminal records search and other security searches as WFN may deem necessary, together with ongoing monitoring of the same.

### **B. Security Checks**

The Proponent acknowledges that WFN has developed a comprehensive security protocol for anyone providing goods or services to WFN on projects deemed to have sensitivity in nature. The Proponent agrees that as a condition of submitting its proposal to WFN:

- i. WFN may at any time, prior to Contract award, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches pertaining to: (i) the Proponent; (ii) any principals, directors, managers, employees and agents of the Proponent being proposed, directly or indirectly, as having any involvement with this RFP or the anticipated Contract; (iii) the sub-contractor(s); or (iv) any principals, directors, managers, employees and agents of the sub-contractor(s) proposed to perform directly or indirectly, any part of the anticipated Contract which involves, or may involve, access to security sensitive information (whom, for the purposes of security requirements and security checks, the parties defined in sections (i) through (iv) are, collectively, the "Proponent's Personnel");
- ii. The Proponent will require all its Personnel, to execute and deliver to WFN, or on the request of WFN a consent document setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable WFN to perform such Searches; and
- iii. The Proponent agrees that each of: (i) the failure of any Proponent's Personnel to deliver any required consent or authorization; and (ii) receipt by WFN of notice that the outcome of any of the Searches is not satisfactory, may or may not result in the Proponent's response being set aside.

**25. Award of Proposal**

WFN Purchasing will notify the successful Proponent(s) and may issue a WFN Contract or purchase order.

Except where stated otherwise herein, the Project Specifications describe what is considered necessary to meet the performance requirements of WFN, and Proponents should bid in accordance with such Project Specifications, or, if the Proponent cannot meet the Project Specifications, the Proponent may offer an equivalent alternative means for WFN's review and consideration which.

If in addition to bidding on goods, materials, equipment and/or services that meet the Project Specifications, if the Proponent wishes to offer an alternative proposal, the alternative proposal shall be submitted separately in the same format as the initial quotation.

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## Section 2 – General Terms and Conditions

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These Terms and Conditions will normally form part of any contract made with a successful Proponent pursuant to this RFP process.

### **1. Governing Law/Jurisdiction**

This RFP shall be governed by and construed in accordance by the laws of Westbank First Nation, Canada and the Province of British Columbia, as applicable. The courts of British Columbia and Canada, as applicable, will have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP.

### **2. Review**

WFN will perform a regular review of the relationship with a successful Proponent to ensure service is satisfactory. If any deficiencies in service or support are encountered, WFN has the option of terminating this contract at any time. The judgment as to those deficiencies is at the sole discretion of WFN.

### **3. Payment Terms**

WFN's payment terms are net thirty (30) days of receipt of the invoice. WFN offers and encourages the use of electronic funds transfer (EFT) for those with whom it contracts ("Contractors"). Successful Contractors will be presented with an option to initiate an EFT request with their contract documents.

### **4. Independent Contractor**

- A. A successful Proponent is in every case deemed to be an independent Contractor, and neither the successful Proponent, nor its directors, officers, employees, servants or agents are or can be held to be the directors, officers, employees, servants or agents of WFN.
- B. The successful Proponent shall not, in any manner whatsoever, commit WFN to the payment of any money to any third party.
- C. WFN may, from time to time, give such instructions as it considers necessary to the a successful Proponent in connection with the provision of the Services as outlined in Section 3 of this RFP (the "Services"). The successful Proponent shall comply with these instructions, but the successful Proponent will not be subject to the control of WFN with respect to the manner in which such instructions are carried out except in regard to generally applicable WFN standards, policies and guidelines.

### **5. Subcontractors**

- A. Proposals shall include the corporate or other legal name of all subcontractors and sub-consultants proposed to be used in the performance of the Services, with clear indication and descriptions of the Services each to be completed.
- B. The subcontractors and sub-consultants listed in the proposal may not be changed without the written consent from the WFN Contacts

**6. Records**

- A. A Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this contract made pursuant to this RFP.
- B. A Contractor shall maintain all records and books, together with all relevant documents and materials, for the duration of such contract, including any and all renewals of this such contract, for seven (7) years (or such other statutorily-required duration) following the completion or termination of this contract.
- C. When requested by WFN, a Contractor shall make available all books and records, together with the supporting or underlying documents and materials, to WFN for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge WFN any fee for the cost of reproduction of records required under this contract.
- D. WFN may, at any time during the term of such contract, audit all the Contractor's accounting records and books concerning Services provided under such contract, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- E. Upon receipt of a request from WFN, a Contractor shall, within two (2) business days, give WFN full access to the Contractor's complete file relevant to the contract arising from this RFP.

**7. Advertising, Publication or Solicitation**

- A. A successful Proponent shall not advertise its relationship with WFN, or use WFN's name or any content of the contract arising from this RFP in any advertising, mailing list or publication, written or verbal, except with the written consent of WFN.
- B. Any use or reference by a successful Proponent to this RFP to promote, solicit, or disseminate information regarding the details of the contract arising from this RFP is prohibited except as allowed in this section.
- C. If WFN, in its sole discretion, determines that the use of the phrase noted in part A of this section is inappropriate, or may in any way cause harm to WFN or its reputation, WFN may in writing direct a successful Proponent to cease using any reference to WFN in its advertising, or may terminate the contract arising from this RFP, or both.

**8. Confidentiality and Freedom of Information**

- A. A successful Proponent will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Proponent to fulfill its obligations under the contract arising from this RFP will not, without the prior written consent of WFN, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a successful Proponent as a result of the contract arising from this RFP except as required by law (the "Information"). In such instances, the successful Proponent shall advise WFN prior to disclosing the Information.
- B. Any Information or records retained by the successful Proponent should be securely stored and measures must be in place to restrict access to authorized personnel

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only. Measures should be taken to protect Information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.

- C. The successful Proponent agrees to immediately notify WFN both verbally and in writing in the event of any unauthorized disclosure of Information. This notice will include the names and claim numbers of the individuals who's Information has been compromised, the date of the incident, and the specifics of the incident that occurred that compromised the security of the Information.

#### **9. Treatment of Information**

- A. All information contained in a Proposal submitted in response to this RFP will, in general, be available to the public in accordance with the applicable access to information legislation. The Proposal will become the property of WFN, and will not be returned to the Proponent(s).
- B. If the Proponent(s) believe any of the information requested in this RFP and provided by them is confidential in nature, the Proponent(s) will identify said information as such and provide a rationale as to why it should not be released under the applicable access to information legislation.
- C. The rationale for keeping information confidential under access to information legislation can include:
- D. Trade secrets of the Proponent;
- E. Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain, or could reasonably be expected to prejudice the competitive position of the Proponent; or
- F. Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

#### **10. Assignment and Subcontracting**

The successful Proponent shall not, without the prior written approval of WFN:

- A. Assign, either directly or indirectly, a contract arising from this RFP, or any right of the successful Proponent under a contract arising from this RFP; or
- B. Subcontract any obligation of the successful Proponent under a contract arising from this RFP, without written consent of the WNF Contacts.

#### **11. Ownership**

The copyright in any material created by the successful Proponent in the completion of their obligations under a contract arising from this RFP will belong exclusively to WFN and the successful Proponent shall execute any assignments of copyright required by WFN to give this provision effect.

#### **12. Soliciting of Employees, Contractors, or Subcontractors**

For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, WFN will not, except with the prior written approval of the successful Proponent, will not specifically solicit as an employee, contractor, or subcontractor, any employee of the successful Proponent who during the term of this said contract provided Services to WFN. For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, the successful Proponent will

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not, except with the prior written approval of WFN, specifically solicit as an employee, contractor, or subcontractor, any person who is an employee, contractor or subcontractor of WFN during the term of this said contract. This provision does not require a party to obtain prior written approval to hire as an employee or contract with a person listed above who responds to a general offer of employment or contract made to the public by the party.

### **13. Conflict of Interest**

- A. The successful Proponent shall ensure that the Services are provided to WFN without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- i. personal relationship between any officer, director, employee, servant or agent of the successful Proponent and any other person which results in work or Services being awarded to the successful Proponent;
  - ii. Any officer, director, employee, servant or agent of the successful Proponent approaching WFN personnel, other than as required for performance of the Services, to in any way promote the business of the successful Proponent or otherwise solicit requests for Services;
  - iii. The retention of WFN employees and/or subcontractors to provide Services;
  - iv. Distribution of promotional material while performing the Services for WFN.
- B. Where the successful Proponent recognizes or perceives a conflict of interest, the successful Proponent shall provide written notice to WFN of the conflict.

### **14. Indemnity**

The successful Proponent shall indemnify and save harmless WFN from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by WFN at any time where the same are based upon or arises out of anything tortuously done or omitted to be done by the successful Proponent or any officer, director, employee, servant or agent of the Proponent.

### **15. Termination**

- A. Termination for Cause:

WFN reserves the right to cancel all or any part of this contract arising from this RFP if the successful Proponent fails to deliver the Services in accordance with the terms of this contract to the satisfaction of WFN. Such cancellation shall be in writing and may be without notice and shall not result in penalty or other charges to WFN.

- B. Termination for Convenience:

In addition to the remedy provided in any other clause within any contract arising from this RFP, WFN may, at its option, terminate this said contract at any time during the term of that contract, and, if such option is exercised, then said contract will terminate fourteen (14) days after the date such written notice is received or deemed received, by the successful Proponent and WFN will be under no further obligation to the successful Proponent, except to pay to the successful Proponent such amount as the successful Proponent may be entitled to receive, pursuant to payment for the Services provided to the date of termination. Such termination will not result in any penalty to WFN, unless otherwise agreed to and as specified in any contract arising from this RFP.



**16. Reserve the Right**

WFN reserves the following rights:

- A. right to contract any set portion of the submitted proposal;
- B. accept no proposal whatsoever;
- C. accept or reject any proposal whether complete or not;
- D. negotiate changes to the successful proposal;
- E. reject any proposal it considers not in its best interests;
- F. not be liable for misunderstandings by Proponents or errors in the RFP;
- G. no obligation to accept the lowest priced or any proposal;
- H. issue addenda to the RFP;
- I. contact references provided by the Proponents;
- J. retain independent persons or contractors for assistance in evaluating proposals;
- K. request points of clarification to assist the WFN in evaluating proposals;
- L. require changes in the scope of Services as deemed necessary by WFN;
- M. withdraw the Request for RFP.

**17. Security**

When using WFN premises, the successful Proponent shall comply, and shall take all reasonable steps to ensure that the Consultant complies, with all security requirements in effect for those premises.

**18. Standards of Conduct and Policy Compliance**

The successful Proponent shall perform all Services in a professional manner satisfactory to WFN, in accordance with the industry codes and/or professional standards as applicable.

**19. Work Site Safety**

The Successful Proponent (the “Prime Contractor” under Section 118 of the Workers Compensation Act) shall be solely responsible for worker safety at the site, for compliance with the rules and regulations, and practices, and for supervising all safety precautions and programs in connection with the performance of the work.

**20. Insurance**

During the Term, the successful Proponent is required to maintain Comprehensive General Liability insurance in the minimum amount of not less than \$2,000,000.00 per occurrence. The successful Proponent shall provide, at the request of WFN, documentation satisfactory to WFN evidencing the insurance coverage required hereunder.

**21. Compliance with Health and Safety Regulations**

As a condition of contract award:

Regulation Compliance: it is mandatory that any Contractor performing Services for WFN complies with the Act and Regulation in order to promote worker and workplace safety.

During the Term of the Contract the Proponent shall ensure that all work performed for WFN by the Proponent, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulation. Failure of the Proponent to comply with the above requirements shall be cause for immediate termination of any agreement without penalty to WFN.

## **22. Reports**

The successful Proponent shall provide a Monthly report to WFN on the work done and to be done by the successful Proponent in connection with the provision of the Services.

The successful Proponent shall upon the request of WFN from time to time, permit WFN to examine and copy any findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise (herein collectively called the "Material") that have been produced by, received or acquired by the successful Proponent as a result of this agreement.

## **23. Default Resolution**

If WFN delivers to the successful Proponent written notice of default in any of the services to be provided by the successful Proponent, and the successful Proponent fails to remedy such default;

- A. within three (3) working days from and after delivery of the written notice; or
- B. within such period less than three (3) working days from delivery of written notice fails to take such action as will ensure WFN suffers no loss or damage then WFN may, without further notice to the successful Proponent, take such steps as may, in the sole judgment of WFN, be necessary to remedy such default, and without limiting any of WFN's remedies at law or in equity, all costs incurred by WFN shall be paid by the successful Proponent.

If the successful Proponent fails to pay such costs on demand, WFN shall be entitled to either deduct the costs from any other amounts payable under this agreement or to withhold payment of any amounts payable to

## **24. WHMIS**

All products provided by the successful Proponent in performing this service specified herein are considered to be required for use in the workplace. Therefore, full compliance for all labeling and information requirements of the Workplace Hazardous Materials Information System (WHMIS) Legislation for controlled products is required.

## **25. Equipment**

All products shipped to WFN as a result of this contract award must be accompanied by a Material Safety Data Sheet. Shipment of goods which do not comply with all these requirements will be returned to the Proponent at their expense.

All equipment is to be provided by the successful Proponent. No equipment may be left on WFN property between times of cleaning services without prior approval from WFN.

## **26. Force Majeure**

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, suppliers or material shortages.

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## Section 3 – Project Specifications

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### 1. Background

Westbank First Nation (WFN) is one of seven native communities that belong to the Okanagan Nation, located in the Okanagan Valley of south central British Columbia. WFN lands are comprised of five reserves totaling 2161 hectares (5,340 acres). Tsinstikeptum IR 9 and IR 10 are the main developed community reserves, bordering Okanagan Lake and adjacent to Kelowna and West Kelowna.

WFN has been self-governing since April 1, 2005 and is considered a leader in the area of First Nation governance. Self-government has created new opportunities for the members of WFN and has opened the door for unprecedented growth and development on WFN Lands. In an effort to keep up with the increasing demands of the growing community and to maintain high quality service levels, WFN continues to offer an increasing variety of programs and services from its main facilities. In 2017, WFN officially opened its new Youth Center to the public. Currently, WFN is in the final stages of upgrading the Sensisyusten House of Learning building as it's current major project. This project included expanding the originally built 1994 School, with 4 new classrooms (8 total after expansion), the addition of a learning assistance room and outdoor education spaces. It also included the expansion and renovation of the administration area and storage, the upgrading of the entry and exterior school appearance. Other improvements included the replacement and upgrading of the fire protection sprinkler system, mechanical system, exterior and interior lighting, roof, and road, bicycle & pedestrian access.

As a result of the renovation and expansion project, WFN needs to contract a reputable janitorial organization that will be responsible for all janitorial services at the school facility. Details of the requested janitorial services are described in the Scope of Work portion of this section of the document.

### 2. Requirements

- A. The organization should have a minimum of five (5) years experience in providing Janitorial Services to companies similar in size to WFN.
- B. The organization confirms that it is fully certified and trained to perform all Services required in the contract and shall provide these Services in a proper and skillful manner meeting or exceeding industry standards.
- C. In addition, it is preferred that the company is a member in good standing with a professional organization such as, but not limited to, the Better Business Bureau.
- D. The Contractor requires a valid WCB number that is in good standing and minimum liability insurance of \$2,000,0000.
- E. Prior to awarding, WFN will request the top scoring contractor to provide a current and complete safety manual, which will be audited by WFN's Health and Safety staff.
- F. The Contractor shall hold a current Business License with WFN.
- G. The contracted organization will provide a monthly report to WFN's Property Management group of the work completed and to be completed in connection to the requested Services.

**3. Scope of Services**

- A. Project area:
- a. Sensisyusten School includes all classrooms, center area, offices, reception area, staff room, kitchen, washrooms, hallways, entrances and outdoor teaching spaces;
  - b. Multi-Purpose Facility includes the multi-purpose room, kitchen, storage areas and breezeway to the Gym;
  - c. Two Portables at back by the gymnasium;
- B. Building security:
- a. Keys/Fobs: WFN will issue keys and access fobs to access the work areas. The Contractor will assume full responsibility of keys and fobs and shall pay for replacement costs if required.
  - b. Facility Security: The Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in the performance of the work. The Contractor shall check all windows, gates and doors for proper closure, turning off all lights, activating the security system prior to leaving.
  - c. Damage: The Contractor shall immediately report all irregular conditions or unusual occurrences that include broken windows, vandalism and/or other facility damage to Property Management.
- C. Contractor responsibilities:
- a. Safety: The Contractor shall at all times perform tasks and work duties in safe manner and in accordance with the approved site specific safety plan.
  - b. Incidents/Injury: The Contractor shall report to Property Management any incidents, near misses or injury sustained while performing contractual duties in a timely manner.
  - c. Janitor/Custodial Closet: The Contractor shall keep all equipment, tools, materials and supplies in good order and to be kept neat and tidy in the janitor/custodial closet, which will be part of the regular inspections. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free from odors. All cleaning supplies will be properly labelled and with MSDS's onsite.
  - d. Restrictions: The Contractor shall not disturb any papers on desks, open drawers or cabinets. Desks, cabinets and tables will be wiped cleaned when they are free of paper.
  - e. Cleaning Products: The Contractor is required to use commercial cleaning products as recommended and supplied by WFN. The Contractor shall contact Property Management to restock supplies and maintain building stock.
  - f. Janitorial Communications Log: The Contractor shall keep a communications log in a specified location within the building to maintain direct communication with tenants for small janitorial items.

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### D. General responsibilities:

#### a. Daily

- i. Empty waste receptacles, replace liners and wipe down as required. All garbage is to be taken to the outside bins.
- ii. Empty blue recycling bins and discard appropriately.
- iii. All carpet, rugs, and walk off mats shall be vacuumed. Area rugs shall be removed periodically to permit proper cleaning. Spot clean all stains with spot removing solution.
- iv. Sweep and damp mop all hard floor surfaces, removing all dust, dirt and debris. Remove stains as necessary.
- v. Tidy reception areas and straighten chairs.
- vi. Damp wipe reception counters, tables, and office desks. Do not disturb any paperwork.
- vii. Damp wipe telephones, office door knobs and light switches using a germicidal solution.
- viii. Boardroom Staff room: wipe down tables and chairs.
- ix. Washrooms: clean, sanitize and polish all washroom fixtures, sinks, toilets and mirrors, refilling soap, paper towel and tissue dispensers as required.
- x. Kitchen: clean, sanitize and polish sink, counters and all equipment including fridge, microwave and coffee pots. Load the dishwasher and turn on. Refill paper towel dispenser.
- xi. Spot clean windows and glass partition doors as required.
- xii. Replace lighting (fluorescent and pot lights) as required, except stairwell.

#### b. Weekly

- i. Damp wipe all window sills, frames, ledges, partitions, thermostats, fire bells, extinguishers and remove stains as necessary.
- ii. Spot clean doors and kick plates removing stains as necessary.
- iii. Spot clean walls and switch plates, removing stains as necessary.

#### c. Monthly

- i. Vacuum all upholstered furniture and spot clean where required.
- ii. Dust light fixtures, tops of cabinets and ledges as required.
- iii. Wash air vents where applicable.
- iv. Wipe baseboards.

**4. Deliverables**

This Section outlines the specifics of the Form of Proposal. Proposals must include the information outlined in this section. To facilitate uniformity of presentation and ease of evaluation, Proposals shall be limited to 30 pages total (including schedules, references, brochures and fee portion) and at the minimum, shall contain the following:

- A. Letter of Introduction
  - i. One page, introducing the proponent and signed by the person(s) authorized to sign on behalf of organization, and bind the proponent to statements made in response to this RFP.
- B. Corporate Profile, Qualifications and Experience
  - i. Provide a brief history, size and background of your organization.
  - ii. Describe organization and staff qualifications, and ability to take Sensisysten House of Learning on as a preferred client.
  - iii. Detail your organization’s service and quality commitments, and the process of dealing with complaints.
- C. References (as found in Section 5)
- D. Sample of a Weekly, Monthly Service Log (Journal)
- E. Fees, Rates, Charges, and Other Financial Considerations
  - i. Monthly lump sum price
  - ii. Employee hourly rate for extra/additional work
- F. Copy of Liability Insurance (minimum \$2,000,000)
- G. WCB Letter of Clearance
- H. Copy of Safety Manual (prior to award – not required for RFP response)

**5. Cleaning Products**

Westbank First Nation will provide all cleaning products and supplies required for the School location. Proponents are required to inform WFN when products are low, missing or required.

Westbank First Nation reserves the right to request proponents to provide their own products and supplies with a 30 day written notice. If this occurs, Proponents will have the opportunity to provide negotiable price changes.

**6. Schedule of Events**

The table below describes the anticipated schedule of events that relate to this RFP in its entirety. Please note these dates are subject to change. The Purchasing Manager will contact participating proponents with any changes to the proposed schedule of events as detailed below.

Order	Event	Date
<b>RFP Process</b>		
1	RFP Issued	July 25, 2019
2	Mandatory Site Visit	1:30pm, August 08, 2019
3	Proposal Deadline	2:00 pm, August 15, 2019
4	Proposal Assessment	August 16, 2019
5	Proponent Selected	August 20, 2019

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## Section 4 – Evaluation Process and Criteria

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The awarding of any contract arising from this RFP shall be based on the best overall value to WFN. Proposals will be assessed and scored, based on the evaluation criteria that will include, but is not limited to the criteria described in the table below. Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

**A. Process**

WFN will assemble a cross-functional Evaluation Team that will include staff members from the Purchasing and Development Services Departments, and Sensisysten House of Learning. Each member of the Evaluation Team will individually review and evaluate the submitted proposals using the Evaluation Criteria described in the table below.

**B. Evaluation Criteria**

The table below outlines the Evaluation Criteria that will be used to evaluate each proposal.

<b>Criterion</b>	<b>Maximum Score</b>
Financial Terms	35
Corporate Profile, Experience, Qualifications and Staff	25
References and Reputation	15
Proposal and Response Effort	10
Value Add	15
Total	100



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**Section 5 – References**

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Provide a minimum of three (3) organizations your firm has provided Janitorial Services to that were similar in size and scope as Sensisyusten House of Learning and detailed within this RFP. Referenced organizations should be local and are current clients, or were clients in the past 5 years.

WFN reserves the right to contact the references to confirm the nature of the work provided by a respondent, and to obtain additional information regarding the proponent’s performance. WFN will not enter into a contract with any proponent whose references in WFN’s sole opinion, is found to be unsatisfactory.

<b>Reference 1</b>	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Account Details (location, value, scope etc.):	

<b>Reference 2</b>	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Account Details (location, value, scope etc.):	

<b>Reference 3</b>	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Account Details (location, value, scope etc.):	

Section 6 – Proposal Form

**Company Name:**

I/We hereby offer to provide the services outlined herein and to enter into a contract at the stated prices and fulfill the other requirements of the contract documents. Prices stated are in Canadian funds. No person, firm, or corporation other than undersigned has any interest in this proposal or in the proposed contract for which this proposal is made.

**Addenda**

Where information is sought and is not already clearly indicated in the RFP document, WFN may issue an Addendum. I/We acknowledge receipt of the following applicable Addenda to the Request for Proposal:

<b>Addendum:</b>	<b>Date of Addendum</b>	<b>From Pages</b>	<b>To Pages</b>
Addendum No. 1			
Addendum No. 2			
Addendum No. 3			

<b>Authorized Signing Officer</b>			
Legal Business Name:			
Other names your company operates under:			
Address:			
City:	Province:		
Telephone:	Email:		
Signature:			
Title:	Date:		

It is requested that this Proposal Form be executed by a principal duly authorized to bind contracts on behalf of the company. It is requested that the Proponent's legal name and the capacity in which the signing officer acts be against the signature. Proposal forms that do not contain an authorized signature may be rejected.

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## Section 7 – Additional Information

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Please provide any additional information you feel may be relevant to your proposal submission or that you feel gives a competitive advantage. Items may include service superiority, community support, community involvement, sustainability movements, in-kind donations etc.