

Request for Quotation: Facilities Cleaning 2015 - 2017



355 Hillsborough Rd

(506) 387-7977

(506) 387-7389

Closing Date: 5 December 2014

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Section One – Terms and Conditions

1. Organizational Overview

1. The Greater Moncton Wastewater Commission was established in the early 1980's to serve the communities of Dieppe, Moncton, and Riverview with a collector sewer system and a sewerage treatment plant. Recent expansion of the Commission has seen the completion of a composting site to facilitate the disposal and recycling of organic solid waste. The Commission has a small team of 16 employees and a commission consisting of 6 appointed members, 2 from each local community. The Commission is considered a municipality under the Province of New Brunswick legislation and as such is subject to RTIPPA legislation.

2. General Overview

1. The Commission is seeking to engage the services of a highly experienced, professional cleaning contractor who will be tasked with:
 1. Cleaning the Facilities and Buildings onsite at 355 Hillsborough Rd, Riverview.
 2. Cleaning the Facilities and Building onsite at 399 Delong Drive, Moncton.
 3. Cleaning the "Compost" toilets, located on the Petitcodiac River walking trails.
 4. Cleaning the Causeway pumping station, located near the traffic circle off the Moncton/Riverview causeway.

This work may be awarded to one or multiple contractors

3. Definitions

1. In this Request for Quotation, except where otherwise qualified, the following terms will be defined as follows:
 1. "Closing Date" means the closing date as indicated on the cover page.
 2. "GMWC" or "Commission" means TransAqua, the Greater Moncton Wastewater Commission;
 3. "Proponent" shall mean "Contractor", "Supplier", "Vendor", or "Bidder" (person or company) who submits a Quotation(s) under the RFQ;
 4. "Subcontractor" refers to any person or firm to whom a Proponent intends to delegate all or part of the execution of the services, to be provided under the Agreement;
 5. "RFQ" means this Request for Quotation, including all schedules attached hereto and any Addendum issued hereafter by the Commission;
 6. "Quotation" means the submission of a quotation pursuant to article 5 of this RFQ.
 7. "Selected Supplier / Successful Proponent" means the Contractor(s), if any, whose Quotation is / are accepted by the Commission.
 8. "Contract" means the formal signed agreement between the Commission and the successful proponent(s).
 9. "RTIPPA" means Right to Information and Protection of Privacy Act.

4. Eligibility of Proponents

1. The purpose of this Request for Quotation is to invite submissions from qualified Vendors to provide a Quotation, in compliance with the Terms and Conditions, Specifications, Terms of Reference, and Appendices stated herein, for the provision of cleaning services.
2. Quotations will be accepted from Cleaning Contractors who are able to satisfy all the requirements of the request for quotation.

3. **Proponents responding to the public notice are advised that official RFQ documents may only be obtained from the New Brunswick Opportunities Network (NBON) (www.gnb.ca/3000) or directly from the Greater Moncton Wastewater Commission. Only Proponents who have received the RFQ directly from the Commission or through NBON are eligible to submit a Quotation at this time.**
4. The proposed solution offered shall operate within the parameters set forth in this Request for Quotation document.

5. Submission of Quotations

1. All submissions must be received in a sealed envelope clearly showing the Request for Quotation Name, Number, Closing Date and the Proponent's name on the front of the envelope and delivered to:

**TransAqua – The Greater Moncton Wastewater Commission
355 Hillsborough Road
Riverview NB E1B 1S5**

2. The Commission will accept Quotations submitted by e-mail or facsimile. Proponents should ask for written confirmation of receipt, acknowledging the time and date of receipt.
3. **If submitting in hard copy, Proponents must submit Three (3) Identical Copies of their Quotation submission.**
4. Each Quotation must be accompanied by the following:
 1. Responses to the General Requirements and Detail Scope of Work;
 2. Specific, clear and concise responses for each request for information;
 3. A copy signed by the Proponent of all Addenda issued by the Commission in relation to this RFQ;
 4. Any other information that the Proponent feels would aid the Commission in evaluating their Quotation (i.e. provide any information which describes which methods, experience, expertise, or other qualifications are unique to your company, or that differentiate your company / organization from possible competitors);
 5. Detailed pricing information per the attached Pricing Schedule;

Submissions of all RFQ's are final. All documents submitted with respect to this RFQ shall become the property of the GMWC and will not be returned to the Proponent.

6. Quotation Closing

1. All Quotations must be submitted to the Greater Moncton Wastewater Commission no later than the closing date of **Friday, 5 December 2014 @ 4:00 PM – Atlantic Standard Time.**
2. Quotations received after the Closing Date will **NOT** be considered and will be returned unopened to the Proponents. It is the responsibility of each Proponent to ensure that its Quotation(s) is received at the address referred to in 5.1 no later than the Closing Date and time specified.
3. As this Request for Quotation is for Quotations rather than specific items, the opening of Quotations will be done and recorded by Commission senior staff. All proponents will be

notified within 3 working days, of the number of Quotations received and identify the proponents having submitted.

7. Authorizing Office/Contact

All Quotations must be signed by a representative of the company having lawful signing authority, and include the name of one (1) representative for all communication concerning the Request for Quotation.

8. Requests for Additional Information, Instructions, and/or Clarifications

1. All requests for additional information, clarifications or instructions concerning the RFQ and the preparation of Quotations must be **emailed** to the Commission **no later than Seven (7) Working Days prior to the RFQ Closing Date**. Questions shall be submitted to:

Marc Hebert, P. Eng., Manager - Solid Systems and Maintenance
email: mhebert@transaqua.ca

Written information provided to any Proponent by anyone other than the appointed will not be binding. Oral information must be confirmed in writing to become binding.

2. A list of all relevant questions from all Proponents and the Commission's response to each question will be issued to all Proponents in the form of an Addendum. Any Addendum issued as aforesaid by the Commission will automatically, upon its issuance, become an integral part of the RFQ, provided it is issued by the Commission and sent to Proponents at least three (3) working days prior to the Closing Date. Said Proponents will be deemed to have agreed to the terms of any such Addendum and will be automatically bound thereby unless they withdraw or amend their Quotations before the opening. No addendum or responses to questions and additional information will be issued during the 3 days prior to closing.
3. It is the duty of the Proponent to take all appropriate measures in order to obtain all information and instructions required by it to make its Quotation(s) conform to the requirements of the RFQ. No Proponent will be entitled to claim that it or its employees had a lack of information or instructions to support or justify its Quotation(s) or to avoid any obligation, condition or Specification contained in the RFQ or Quotation submission(s).
4. It will be the responsibility of the Proponent to contact the Commission prior to submitting a Quotation to ascertain if any Addenda have been issued, to obtain the Addenda and to return executed Addenda with the Quotation(s).

9. Modification or Withdrawal of Quotation

1. Prior to the Closing Date, a Quotation(s) may be modified or withdrawn by way of written request to the contact person referred to in 8.1.
2. No Quotation(s) can be modified or withdrawn after the Closing Date. No Subcontractor or object or details of a Contract with a Subcontractor referred to in the Supplier's Quotation or any information relating thereto in a Quotation may be changed after the Closing Date. Once a Quotation has been selected, it may only be amended in detail with the agreement of the Commission and the Proponent upon entering into negotiations. The right to negotiate is specifically and hereby reserved by the Commission.

10. Validity of Quotations

1. All Quotations must remain valid and open for acceptance by the Commission for a period of ninety (90) working days after the Closing Date. This period may be extended in writing by the Commission.

11. Insurance

1. The successful Proponent shall be required to provide proof of **Commercial General Liability (CGL) Insurance listing the Commission as “Additional Insured”, and Automobile Liability Insurance (for all owned and non-owned vehicles)**, each in a **minimum amount of two million dollars (\$2,000,000) for each claim**, which shall indemnify and save harmless the Commission from all suits and actions for damages and costs to which the Commission may be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or any other circumstances caused by the Proponent which may arise in the performance of this work. The Proponent shall be responsible for full payment of the deductible portion of all claims under this clause.
2. Proof of Insurances shall be provided to the Commission prior to the commencement of the Contract. Such proof shall contain assurances that the policy cannot be cancelled during the term of the Contract.
3. Written notification of any changes in the Insurance Policy, Insurance Company, must be given to the Commission in writing, thirty (30) days prior to the date the change will take effect.
4. Insurance contracts shall be procured from a Canadian based Insurance Company licensed to do business in the Province of New Brunswick. Any and all claims shall be settled in Canadian Funds and must be stated on the policy.
5. All insurances shall remain in effect for the entire period of the service contract.

12. Worker's Compensation

1. The *Workers Compensation Act* of New Brunswick requires employers who employ three (3) or more workers at any one time to register with WorkSafe NB .
2. The successful Proponent will be required upon written request by the Commission to provide the Commission with a certificate which verifies registration in accordance with Regulation 82-13 under the Workers' Compensation Act, and which states that the Proponent's assessment has been paid and the account is in good standing.
3. If the successful Proponent does not currently retain Workers' Compensation coverage, you will be required to register with WorkSafe NB, and submit a letter to the Commission stating that the Proponent's assessment has been paid and the account is in good standing, in order to receive a contract from the Commission to supply the services described herein.
4. Under the requirements of the New Brunswick Occupational Health and Safety Act, the Act defines the minimum acceptable standard for Health and Safety to which the employers must comply. A copy of the Act and the Regulations can be obtained by contacting WorkSafe NB (Regulation 91-191). The Commission requires that the Proponent comply with these minimum standards
5. All employees of the subcontracted cleaning agency working on TransAqua premises must read and sign an acknowledgement of understanding of the TransAqua safety policy prior to commencing any work at the TransAqua facilities.

13. Permits and Licenses

1. The Proponent shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with the performance of this work. The Proponent shall be responsible for all damages, fines, assessments or any other liability whatsoever and shall indemnify and save the Commission harmless from and against all damages and liability, which may arise out of

the failure of the Proponent to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

14. Subcontractors

1. Proponents must, where applicable, specify in its Quotation, the name of each Subcontractor, and details of all the subcontracts it proposes to enter into with each of them. Proponents must also demonstrate in their Quotation(s) the qualifications of each Subcontractor, and capacity to perform in conformity with the RFQ and the Quotation. **The Subcontractor(s) will be expected to meet the same standards and quality of work as those required from Proponents.**
2. **Proponents will be responsible for all aspects of the work carried out by the Subcontractor(s).** Proponents will be solely responsible for the quality of service and / or materials supplied by their Subcontractors. Proponents will have the responsibility to coordinate all activities related to their Subcontractors. The Commission retains the right to approve all Subcontractors; however, any approval of Subcontractors by the Commission shall not diminish the responsibility of the successful Proponent.
3. If a Quotation with Subcontractors is selected and the successful Proponent wishes to substitute one Subcontractor for another, the decision will be permitted only at the sole discretion of the Commission.

15. Conflict of Interest

1. All Proponents and / or Proponent's Partners / Suppliers / Subcontractors shall disclose any interests that could conflict with the interests of the Commission.

16. Grounds for Disqualification

1. Proponents are requested to direct all questions regarding the RFQ via email to:

Marc Hebert, P. Eng., Manager - Solid Systems and Maintenance

email: mhebert@transaqua.ca

Any attempt on the part of the Proponent or any of its employees, agents, Subcontractors or representatives to contact any of the following persons for the purpose of lobbying, influencing, with respect to this RFQ shall lead to disqualification:

1. Any member of the Quotation Review Committee or other advisor to the Quotation Review Committee;
2. Any member of the Commission;
3. Any employee of the Commission, with the exception of the individual named above;

17. Governing Law

1. This RFQ shall be governed by, and construed in accordance with the laws of Canada and New Brunswick. If a Proponent's RFQ submission is accepted, the Proponent agrees to submit to the exclusive and irrevocable jurisdiction of the New Brunswick Courts.

18. Laws, Acts, Regulations, Bylaws and Codes

1. The successful Proponent and their Subcontractor(s) shall be responsible for carrying out the works in accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws and Codes.

19. Proponent's Responsibilities / Requirements

1. This RFQ document lists only major details with respect to the services required; therefore, it is the Proponent's responsibility to provide all required labour, tools, and equipment required to provide a professional cleaning service, in accordance with the Terms & Conditions, and detailed Scope of Work provided herein.
2. All work shall be performed by qualified individuals, in order to produce a professionally completed job. The successful Proponent shall work closely with designated Commission contract supervisor to ensure that the required service is successfully completed to the standards and timeframes required.
3. Is it the sole responsibility of the Proponent to become familiar with and understand the nature and extent of the work to be executed. Information on any matter derived from existing plans, specifications or supporting documentation shall not in any way relieve the Proponent from his obligations in completing the Scope of Work.

20. Cost of Preparation of Quotations

1. All expenses incurred by the Proponents in connection with the preparation of its Quotation, including, without limitation, the cost of oral presentations (if requested), shall be borne by the Proponents. The Greater Moncton Wastewater Commission shall not incur any obligation whatsoever toward the Proponents whether said Quotation is accepted or rejected. All Quotations shall become the property of the Commission and will not be returned to the Proponents.

21. Evaluation Criteria

1. Quotations submitted by non-eligible Proponents, incomplete Quotations or Quotations which do not comply with all of the requirements of this RFQ, contain false information or the contents of which do not permit a full analysis thereof, will not be considered by the Commission. General statements or restatements of the conditions of the RFQ will not be satisfactory to the Commission.
2. At the close of the submission period, Quotations will be evaluated by a team comprised of TransAqua Management Team members.
3. Proponent selection will be on the basis of those Proponents providing the greatest overall benefit to the Commission, and will include, but not be limited to, the completeness of the RFQ response, price, compliance with all Specifications / Scope of Work, relevant past experience and / or references, and any other factors which the Commission deems appropriate in the determination of the Proponent as a responsive and responsible Proponent and best value to the Commission.
4. In addition to the general evaluation criteria specified above, Quotations shall be evaluated on the following weighted criteria:

Evaluation Criteria	Weighting
Contracting Team Qualifications, Past Relevant Experience, and Client References	10%
Demonstrated Understanding of Scope of Work Requirements, Objectives and Deliverables	10%
Scope of Work Plan, Methodology, Quality Assurance and Schedule	10%
Cost of Providing Cleaning Service	70%

5. The Commission, at its discretion, may negotiate any aspect of any Quotation with one (1) or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the Commission to enter into a Contract with any Proponent or be construed as an acceptance of the Quotation.
6. In addition to reviewing the written Quotations, the evaluation process may include, at the sole discretion of the Commission, a formal interview with one (1) or more of the Proponents involved in the Quotation to allow Commission staff to verify the capability and resources of the Proponent.
7. The Commission has no obligation whatsoever toward Proponents as a result of the acceptance or rejection of any Quotation. By submitting a response to this Request for Quotation, Proponents acknowledge and accept that they cannot challenge, in any way whatsoever, the Commission's decision to accept or reject any Quotation, nor request any compensation, or claim damages as a result thereof.

22. Agreement / Contract

1. Unless otherwise agreed upon or amended in writing by the Proponent and the Commission, the selection of a Quotation shall be binding upon the selected Proponent, and the Terms & Conditions and undertakings of this RFQ document will form part of that agreement unless the agreement provides otherwise. The agreement shall be binding upon and inure to the benefit of the Commission and the Proponent and their respective successors and permitted assigns.
2. The Commission is neither bound to accept the lowest priced Quotation, nor to accept any Quotation which is submitted. If an award results from this RFQ, the award may not be exclusive. The Commission may choose to work with the other contractors or in-house resources for specific tasks. The Commission is not bound to justify its decision with respect to the selection or rejection of any Quotation.
3. It is the Commission's intention to prepare and execute a formal written agreement "Contract" between the Commission and the successful Proponent within thirty (30) working days from the date of acceptance by the Commission.

23. Proposed Term of Contract

1. The initial term of this agreement shall be for a Two (2) year period, commencing from the date of award. The Commission may exercise an option to renew the agreement for up to one (1) additional one (1) year period, if it is in the Commission's best interest to do so.
2. Prices quoted shall remain firm for Year One (1), Year Two (2), and Year Three (3) of the agreement.

24. Cancellation of Contract

1. In the event that the successful Proponent fails to comply with the Terms and Conditions, and Scope of Work outlined in this Request for Quotation document or the "Contract", the Commission reserves the right to cancel the Contract within thirty (30) calendar days of delivery of written notice to the Proponent and to award it to another Proponent without penalty or action against the Commission. This will include, but not be limited to, unsatisfactory performance by the Proponent, to the Proponent and to its employees and /

or Subcontractors, significant or repetitive deficiencies, excessive delays or inability to comply with agreed to delivery milestones, use of inexperienced / unqualified staff, poor quality of service and / or products, and / or unresolved problems. The Commission maintains the right to determine the level of performance that is satisfactory.

2. In addition to any investigation of complaints, the general performance of the Proponent and its employees shall be assessed on an ongoing basis and any deficiencies or complaints noticed shall be reported in writing.
3. In the event of a significant structure change or change in operational circumstances within the Commission's operations, the Contract may be postponed or terminated upon thirty (30) calendar days written notice.
4. In the event that one (1) or more critical project team members identified in the successful Proponent's submission as being assigned to execute the scope of work detailed in the RFQ becomes unavailable or is unable to complete their assigned tasks, for any reason, and a suitable replacement cannot be found, the Commission reserves the right to terminate the Contract within thirty (30) calendar days written notice.

25. Invoicing

1. Invoices shall be directed to:

TransAqua – The Greater Moncton Wastewater Commission
Accounts Payable
355 Hillsborough Road
Riverview NB E1B 1S5

2. In addition to the H.S.T. Registration number, Vendors are required to provide the amount of H.S.T. separately on all invoices.
3. **Contract Number or Purchase Order must appear on all invoices.**

26. Payment Terms

1. **Proponents are requested to include any proposed payment terms with their RFQ submission.** In the event a Proponent does not specify a payment term, the Commission's standard payment term of "Net 30" days from date of monthly progress invoices shall prevail.
2. Payment(s) shall be authorized upon verification that the work completed meets the Scope of Work Requirements, and has been completed in accordance with the Terms and Conditions of the Contract, to the satisfaction of the Commission.
3. Invoiced work must be complete prior to invoicing.

27. Greater Moncton Wastewater Commission's Rights:

1. The Commission reserves the right to request and receive additional information as required from Proponents within a reasonable length of time, in order to complete the RFQ evaluation(s). Notice will be given to all Proponents of the additional information required.
2. The Commission reserves the right to award based on the specified evaluation criteria and not necessarily pricing; however, available budgeted monies shall be taken into consideration.
3. Based on available funding, the Commission reserves the right to delete components from this RFQ and negotiate changes to more fully meet the Commission's adjusted needs.

4. The Commission reserves the right to award this RFQ in whole, or in part to more than one (1) Proponent, as may be deemed to be in the Commission's best interest.
5. The Commission reserves the right to make interim arrangements if the successful Proponent or its agents are affected by strikes, lockouts, Acts of God, or any other disturbances which render the Proponent unable to perform the services specified herein.
6. The issue of this RFQ or any negotiations with a Proponent after the Closing Date does not bind the Commission to enter into a Contract to purchase the services described herein.
7. If one (1) or more critical project team members identified in the successful Proponent's submission as being assigned to execute the scope of work detailed in this RFQ becomes unavailable or is unable to complete their assigned tasks, for any reason, acceptance or rejection of any proposed "replacement" project team member(s) must be approved at the Commission's **SOLE** discretion.
8. The Commission's acceptance of any proposed "replacement" project team member(s) will be provided to the Proponent **IN WRITING**, and no additional costs shall be incurred by the Commission for the use of this "replacement" project team member(s) to complete the scope of work.
9. The Commission reserves the right to terminate the Contract within thirty (30) calendar days written notice should ownership of the service provider change.
10. The Commission reserves the right to award in its best interest. RFQ's offering the lowest price or any price need not necessarily be accepted.
11. The Commission also reserves the right **NOT** to award this RFQ due to budgetary or any other reasons.

Section Two – Terms of Reference

Note: Proponents shall promptly notify the Commission in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the scope of work below. Interpretations, corrections or changes made to the RFQ document shall be made by issue of an addendum document

1. Background Information:

The Greater Moncton Wastewater Commission has two main sites at 355 Hillsborough Rd and 399 Delong Drive and an additional site at the Moncton Riverview causeway. The Commission also owns and maintains eight (8) “compost” toilets on the Petitcodiac river walking trail.

2. Scope of Work

The Greater Moncton Wastewater Commission (The Commission) is seeking Quotations to engage the services of a highly experienced, professional Cleaning Contractor. The Cleaning Contractor shall be responsible for the cleaning of the Administration building, the Dewatering building and the Pumping Station building at the main site of the Greater Moncton Wastewater Commission located at 355 Hillsborough Road, Riverview, NB. A Detailed Scope of Work for each item is provided in Section Three.

3. Site Visit

It is the responsibility of the contractor to visit the site and gain a familiarity with the existing site conditions prior to submitting a quote to the Commission. Access to the site can be arranged by contacting Mr. Marc Hebert.

4. Site Access and Condition

Access to the site shall be through Commission property along the internal asphalt roadway system.

5. Pricing

Pricing considerations shall include all costs including labour, equipment, and other requirements as specified throughout this document.

Pricing is to be provided on the Request for Quotation Forms. Harmonized Sales Tax (HST) will be extra and shown separately on monthly invoices.

6. Commencement of Service and Length of Service

This contract shall commence on the 1st of February 2015 and run for Two (2) years, with the option for a Third (3rd) year.

7. Quality Assurance

The work shall be performed by a qualified and experienced Cleaning Contractor.

8. Regulations and Compliance

The Cleaning Contractor shall be required to comply with the Worker’s Compensation Act of New Brunswick, Hazardous Products Act, and the New Brunswick Occupational Health and Safety Act. This requires the Cleaning Contractor to be registered with Worksafe NB and trained in the handling and storage of Hazardous Materials (W.H.I.M.I.S.).

The Contractor shall provide the Commission with a Certificate which verifies registration in accordance with the Act (Regulation 82-13) under the Workers’ Compensation Act, and an up to

date letter from Worksafe NB stating your assessment has been paid and your account is in good standing.

If your company is exempt under the Act, please provide the Commission with a letter stating that your company is exempt under the Act.

9. Site Inspections

All work performed by the Cleaning Contractor will be monitored by one designated Commission employee. Discrepancies or deficiencies will be documented with appropriate action(s) taken to correct the issues.

The Cleaning Contractor is to keep the Commission's General Manager or assigned delegate informed about conditions of the site on a monthly basis, citing any situations which may alter the site's appearance or affect quality of workmanship.

The Cleaning Contractor is directly responsible for all job duties stated in the specifications.

10. Reference

The Cleaning Contractor shall be required to provide references, at the time of proposal submission, to determine their ability to perform the work herein described. Provide 3 references for similar experiences within the last 5-10 years. Previous work for the Commission may be included as part of the three references.

11. Equipment

The Cleaning Contractor shall supply all necessary tools and equipment to perform the required duties in the Scope of Work. The Cleaning Contractor is required to submit a list of all motorized equipment that will be used to execute the work. This list shall detail make, model, weight, and shall be submitted with the proposal.

The Cleaning Contractor shall keep said equipment in a proper state of repair and in good working condition for the duration of the contract.

12. Materials and Cleaning Supplies

The successful proponent will provide **all cleaning products and supplies necessary to fulfil all service requirements described in this RFQ** (Cleaning products, garbage bags etc.). Toilet paper and paper towels are an optional supply and proponents are encouraged to submit separate pricing as part of their proposal.

13. Frequency

The Cleaning Contractor shall submit with their quotation a weekly/daily frequencies schedule and allocated manpower for the sites listed in the detailed Scope of Work.

14. Responsibility

It is the responsibility of the Cleaning Contractor to visit the grounds of the Wastewater Treatment Facility located on Hillsborough Road, and be familiar with the site conditions prior to submitting a proposal. A site visit is not scheduled.

15. Occupation Health and Safety

The successful service provider agrees to maintain all equipment to a level that it can be operated in a safe and functional manner without risk to the public, employees and the environment. The service provider shall comply with the Occupational Health & Safety Act and take all necessary precautions for the safety of employees and the general public at the work site, and shall erect and properly maintain at all times, as required by job condition and process of the work, all necessary safeguards for the protection of the Contractors Staff and the general public. The service provider is advised that it is their responsibility to ensure that the personnel assigned to this work are familiar with and fully knowledgeable and comply with the Occupational Health and Safety Act of the Province of New Brunswick and shall provide, in detail, their credentials in the field. Any information which documents successful and reliable experience in past contracts, especially those contracts similar to this work or related to the requirements of the Tender should be included in the response.

16. Indemnification

The service provider shall indemnify and save harmless the Commission, its Board of Commissioners, employees, servants, and agents from any and all actions, claims and suits brought about as a result of the contractors operations as carried out under this agreement.

17. Communication

Upon award of Contract, the service provider shall provide the Commission with a complete list of contacts for the staff, including names, roles, office address, office phone numbers, cell phone numbers, fax numbers, and email addresses. The Commission will provide the service provider with a list of contacts, including Management representatives and building representatives as deemed appropriate.

18. Authorization of Work

All work requested that is outside or beyond the Scope of Work of this Contract will be undertaken only if proper authorization is provided by a representative from Commission Management. No authorization or direction is to be taken from building personnel at any facility under any circumstance. If building personnel have a request or issue that falls outside the Contract terms, they are to contact Commission Management directly. Exceptions will be made for emergency situations that, if delayed, would impose a safety concern or result in significant damage. In these cases, building personnel may authorize work, but the service provider must contact Commission Management to advise them of the situation as soon as safely possible.

Proper authorization of the work consists of the receipt by the service provider of a written Purchase Order from Commission Management.

The service provider will not be paid for work not properly authorized. Hourly rates for work performed by the service provider that is beyond the normal scope of work of this Contract shall be negotiated with the successful bidder before Contract award. The established hourly rate shall remain consistent during the term of the Contract.

19. Facility Access

Keys and gate access key cards will be provided to the successful service provider upon award of the Contract. All keys must be returned following the end of the Contract. If keys are lost or damaged while in the service provider's possession, it is the service provider's responsibility to have doors rekeyed or keys replaced at their own cost. This will be done in coordination with the Commission Management. It is important that the service provider be aware of security systems that may be installed in various facilities.

20. Cleaning Services Staff

Personnel assigned to this Contract shall be direct employees of the service provider (i.e. not independent Contractors) and shall be paid in accordance with the Province of New Brunswick Employment Standards Act including the Regulations that fall under the Act. The service provider is required to withhold income taxes and other payroll taxes and applicable deductions on wages paid to their employees.

21. Subcontracting

The service provider agrees that he/she shall not in any manner, transfer or assign this tender or subcontract any of the work required to be performed hereunder without the prior written consent of the Commission.

22. Safety

The successful service provider must provide an up to date WorkSafe NB Clearance Certificate prior to a Contract or Purchase Order being issued. The service provider is to maintain coverage through the duration of this Contract. In addition, the service provider must provide a copy of the Company Safety Manual and Policies prior to a Contract or Purchase Order being issued.

The service provider must abide by applicable Acts and Regulations as it pertains to safe work practices including, but not limited to, the Occupational Health and Safety Act. If the service provider or any of his employees are found to be working in an unsafe manner or outside of government legislation, the service provider will be directed to stop work immediately.

The Commission will not be responsible for any revenues lost by the service provider as a result of this work stoppage. Further, should the Commission deem it necessary to do so, it reserves the right to hire a replacement contractor to complete the project. Any additional cost incurred by Commission, as a result of this action may be billed to the service provider. The service provider is responsible to provide adequate protection of the work and property so as to ensure that the safety of the building occupants and visitors is maintained. Adequate means of caution or warning shall be provided by the service provider for work producing odours, fumes, slippery surfaces, and/or other hazards. Methods may include notices, bulletins, signage, barriers, or other similar means. The service provider is fully responsible for the work area for the duration of the work, and for reasonable periods of time following the work in cases such as floor cleaning activities or other similar activities. The Commission reserves the right to complete random Health and Safety Site Inspections during the term of the Contract. This does not in any way alleviate the service provider of their responsibilities for the Health and Safety of their workers, Commission staff, or the public, nor does it relieve the service provider of their responsibility for the protection of the work and property during the course of the Contract.

All employees who enter Commission sites must read the Commission health and safety policies and sign the acknowledgement form prior to commencing any work.

23. Protection of Work and Property

Any damage made by the service provider while completing the work under this Contract shall be corrected by the service provider at their cost.

24. Security Checks

The employees of the service provider will be required to obtain a police security check within six (6) weeks of notice of award. The service provider is to submit a letter from the Police Department verifying all employees have passed the required security clearance. The Commission may refuse any employee at its own discretion. Only the service provider's employees who have passed the security clearance may work in the Commissions facilities. Any new employee hired throughout the contract must also pass a police security clearance. In the event the successful service provider cannot obtain the required security clearance for personnel, the Commission, at its sole discretion, may award the Contract in whole or in part to the next acceptable service provider.

Please state the ability to bond employees and if so bonded please specify the value of the bonding.

25. Supervision, Inspection, and Reporting

The successful service provider will provide a reasonable level of regular supervision and/or inspection by a competent supervisor or manager during the course of this Contract. Reasonable is defined as a minimum of one (1) inspection per month during or immediately following the cleaning services. At a minimum, the following items shall be documented / recorded by the supervisor: date/time of inspection, name of supervisor, list of personnel, description of activities, description of areas reviewed, and explanation of any observed deficiencies and required corrective action.

The inspection report shall be submitted, at least monthly, with the invoice. The monthly inspections shall be detail oriented and documented/recorded in a format similar to that described above. Invoices will not be paid in the case where inspection reports are in arrears.

A supervisor or manager of the successful service provider shall be available for random inspections of the premises with Commission representatives, upon 24 hours' notice.

Section Three – Detailed Scope of Work for Cleaning Work

1. Operational Model

1. Describe each component of the competently designed cleaning program your company would use to complete all cleaning at the Commission facilities. Indicate which functions would be done on a daily, nightly, monthly and periodic (specify) basis using the cleaning specifications as a minimum.
2. Describe the replacement plan your company would use to deal with cleaner absences.
3. Describe the employee training programs, both pre-service and in-service, (including but not limited to Occupational Health and Safety Act, and specific training in the hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging) and the employee performance review process that would be used by your company throughout the duration of this contract.
4. List quantities of specific equipment and tools that would be kept at each site – all equipment and tools to be in good condition and industrial quality (include specifications for each item);
5. List equipment and tools that would be available as needed for back-up or for occasional use (including specifications for each item).
6. List all cleaning supplies that would be required and recommended, complete with name of manufacturer, brand name and specifications.
7. Provide a clear communication and review process to be followed to ensure the Commission is kept up to date with any issues or developments that may occur and enable the contract manager to efficiently manage/supervise the cleaning process.

2. Quality Assurance

To gain an understanding of your company's commitment to service quality and contract compliance, please provide information on the following:

1. What is your company's service delivery philosophy and commitment to quality management? If your company has a policy or value statement, please include a copy.
2. Describe the processes that your company would use both to deliver quality service and to assess the quality of service.
3. What reports would be provided to the Commission, and at what frequency? Provide sample copies of your company reports, e.g., planning schedules, work assignments, quality control assessments, staff turnover rates.

3. Security

1. All Sites are to be locked and secured and properly alarmed upon exiting the site.

4. Equipment and Tools

The Contractor shall supply (and maintain) industrial grade machinery, tools, equipment, appliances, and supplies to complete all cleaning in an effective and efficient manner. This equipment must have the Contractor's name affixed to it and an inventory list kept at each site.

1. Vacuum cleaners operate with a sound level of less than 70dBA.
2. Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
3. Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
4. Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
5. Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Scope of Work

The successful service provider shall supply all labour and supervision necessary to complete all cleaning requirements.

Information about the Commission sites:

Located at 355 Hillsborough Rd, Riverview

Administration Building:

530 Square Metres of Office and hallway space
2 Bathrooms – Men's and Women's
2 Locker/change rooms with shower facilities – Men's and Women's
8 Offices
1 Boardroom
1 Laboratory
1 Kitchen and Lunchroom
1 Electrical Room
1 Storage Room
1 Laundry

Attached Garage Facility is not included in cleaning request, however the window sills are.

Dewatering Building

78 Square Meters of Office
1 Upstairs Office (62 Square Meters)
1 Main Floor Bathroom (16 Square Meters) and Shower Facilities.

Pumping Building

@ 170 Square Meters of Downstairs Entrance, Gallery and Office Space
Entrance and Gallery Area
1 Main Floor Control Room
1 Upstairs Office and Kitchen Area
1 Main Floor Bathroom
1 2nd Floor Bathroom/Locker Room and Shower Facilities
Stairwell between main and second floor

Located at the Causeway Building, traffic circle off the Moncton/Riverview causeway

1 Office
1 Bathroom

Located at the Compost Facility, 399 Delong Drive, Moncton

@ 155 Square Meters of Office and Amenities Space, and External Sales Office Shed

1 Office/Meeting Room

1 Change/Locker Room & Bathroom and Shower Facilities.

1 Laboratory

1 Ladies Bathroom

1 Lounge/Common Space/Kitchenette

Entranceway

1 Sales Office (Separate Building)

1 Sales Office Bathroom (Separate Building)

Main Garage Space is not included in cleaning request, however the window sills are.

Walking Trail Toilets, located on the Petitcodiac River Walking Trail

Eight (8) "Self Composting" Outhouse Toilets

Cleaning Duties are:

Administration Building: Cleaning required Three times per week

1. Floors: Clean all floors. Vinyl Floors: Stripping & waxing twice per year, with burnish quarterly. Tiled Floors: Deep ceramic clean quarterly.
2. Offices: Dust office and empty all garbage cans into garbage bags and place in the garbage receptacles each clean. Window ledges and glass to be cleaned weekly
3. Washrooms: Clean the floors, sinks, showers, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.
4. Walls & Ceilings: Sweep around light fixtures, window and ceiling area for cobwebs – as required.
5. Glass Doors – glass in front entry door to be cleaned inside and out – weekly.
6. Security System: Ensure the building is securely locked and all security systems are activated when leaving the building.

Dewatering Building: Cleaning required Once per week

1. Floors: Clean all floors. Vinyl Floors: Stripping & waxing twice per year, with burnish quarterly. Tiled Floors: Deep ceramic clean quarterly.
2. Offices: Dust office and empty all garbage cans into garbage bags and place in the garbage receptacles each clean. Window ledges and glass to be cleaned weekly
3. Washrooms: Clean the floors, sinks, showers, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.
4. Walls & Ceilings: Sweep around light fixtures, window and ceiling area for cobwebs – as required.
5. Glass Doors – glass in front entry door to be cleaned inside and out – weekly.
6. Security System: Ensure the building is securely locked and all security systems are activated when leaving the building.

Pumping Station: Cleaning required Once per week

1. Floors: Clean all floors. Vinyl Floors: Stripping & waxing twice per year, with burnish quarterly. Tiled Floors: Deep ceramic clean quarterly.
2. Offices: Dust office and empty all garbage cans into garbage bags and place in the garbage receptacles each clean. Window ledges and glass to be cleaned weekly
3. Washrooms: Clean the floors, sinks, showers, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.
4. Walls & Ceilings: Sweep around light fixtures, window and ceiling area for cobwebs – as required.
5. Glass Doors – glass in front entry door to be cleaned inside and out – weekly.
6. Security System: Ensure the building is securely locked and all security systems are activated when leaving the building.

Compost Facility: Cleaning required Twice per week

1. Floors: Clean all floors. Vinyl Floors: Stripping & waxing twice per year, with burnish quarterly. Tiled Floors: Deep ceramic clean quarterly.
2. Offices: Dust office and empty all garbage cans into garbage bags and place in the garbage receptacles each clean. Window ledges and glass to be cleaned weekly
3. Washrooms: Clean the floors, sinks, showers, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.
4. Walls & Ceilings: Sweep around light fixtures, window and ceiling area for cobwebs – as required.
5. Glass Doors – glass in front entry door to be cleaned inside and out – weekly.
6. Security System: Ensure the building is securely locked and all security systems are activated when leaving the building.

Causeway Building: Cleaning required Once per Month

1. Floors: Clean all floors. Vinyl Floors: Stripping & waxing twice per year, with burnish quarterly. Tiled Floors: Deep ceramic clean quarterly.
2. Offices: Dust office and empty all garbage cans into garbage bags and place in the garbage receptacles each clean. Window ledges and glass to be cleaned.
3. Washrooms: Clean the floors, sinks, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.
4. Walls & Ceilings: Sweep around light fixtures, window and ceiling area for cobwebs – as required.
5. Security System: Ensure the building is securely locked and all security systems are activated when leaving the building.

Walking Trail Toilets: Cleaning required Daily during walking season (Typically May to November)

1. Washrooms: Clean the floors, sinks, and toilets. Replenish toilet tissue, paper towels and soap as required. Ensure extra supply is visibly located in each bathroom each clean.

TransAqua – The Greater Moncton Wastewater Commission

Facilities Cleaning

Quotation Fees Schedule:

Cleaning Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Tel: () _____ Fax: () _____ Email: _____

Service Fees, including Cleaning Supplies (Excluding HST)

Main Site – 355 Hillsborough Rd (Admin building, Dewatering building, Pumping Station)

	Monthly Fee	No. Months	Total Annual Fees
Year 1		12	
Year 2		12	
Year 3 (Option)		12	

Compost Facility – 399 Delong Drive, Moncton (Garage Offices/facilities, Sales Office)

	Monthly Fee	No. Months	Total Annual Fees
Year 1		12	
Year 2		12	
Year 3 (Option)		12	

Causeway Building – Moncton/Riverview Causeway Traffic Circle

	Monthly Fee	No. Months	Total Annual Fees
Year 1		12	
Year 2		12	
Year 3 (Option)		12	

Walking Trail Toilets – Petitcodiac River Walking Trail

	Monthly Fee	No. Months	Total Annual Fees
Year 1		7	
Year 2		7	
Year 3 (Option)		7	

Site	2015 Annual Fee
Main Site Buildings	
Compost Site	
Causeway Building	
Walking Trail	
Complete Contract Volume Discount (Optional)	
Total	\$

Site	2016 Annual Fee
Main Site Buildings	
Compost Site	
Causeway Building	
Walking Trail	
Complete Contract Volume Discount (Optional)	
Total	\$

Site	2017 Annual Fee
Main Site Buildings	
Compost Site	
Causeway Building	
Walking Trail	
Complete Contract Volume Discount (Optional)	
Total	\$

Estimated Team Hours to Provide Cleaning Services Per Month:

Supervisor/Team Member	Main Site – 355 Hillsborough Rd	399 Delong Drive	Walking Trail Compost Toilets	Causeway pumping Station
Total Per Month				

Appendix D – Building Plans