

# COQUITLAM PUBLIC LIBRARY

# **REQUEST FOR PROPOSAL**

**Janitorial Services** 

RFP #2025-02

Issue Date: May 9, 2025

#### **RFP CONTACT**

All enquiries must be made in writing and the enquiries regarding the RFP must be addressed to:

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www.coglibrary.ca

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# PART 1: INVITATION AND SUBMISSION INSTRUCTIONS 1.1 STATEMENT OF NEED

The intent of this RFP is to secure the services of a suitably qualified and capable company to provide **janitorial and cleaning services** at the City Centre Library branch and the Poirier Library branch. There are certain minimum requirements that must be adhered to, outlined in the Deliverables (Section A, Appendix A: RFP Particulars). Providing these minimum requirements can be met, CPL actively encourages innovative ideas and solutions that may be of mutual benefit or enhance the services to the Library and the public.

#### 1.2 TERMINOLOGY

Throughout this RFP, terminology is used as follows:

- "Contract" means the written agreement or purchase order resulting from this Request for Proposal awarded to and/or executed by Coquitlam Public Library and the successful Proponent;
- "Contractor" means the successful Proponent to this Request for Proposal who is enters into a written Contract with Coquitlam Public Library for the provision of the services;
- "CPL" means Coquitlam Public Library;
- "Material", "Materials", "Supplies" shall, unless otherwise specified, mean anything
  and everything other than persons or the Contractor's equipment which is
  manufactured, processed, or transported to the site, or existing on the site, and
  incorporated into the services;
- "must", "mandatory" or "required" means a requirement that must be met in order for a Proposal to receive consideration;
- "Proponent" means a party, a company or an individual, that has obtained a copy of this Request for Proposal and submits, or intends to submit, a Proposal in response to this "Request for Proposal";
- "Proposal" means the submission by the Proponent in response to this RFP;
- "RFP" means Request for Proposal;
- "Services", "Janitorial & Cleaning Services", "Work" means that all that is required to provide all that is necessary for Janitorial & Cleaning Services as outlined in this RFP, and shall include but not be limited by provision of all duly qualified personnel, supervision equipment, transportation, and any necessary supplies, tools or other sub-services;
- "shall", "will", or "should" means a requirement having a significant degree of importance to the objectives of the Request for Proposal; and

- "Sub-contractor" means a sub-contractor having a contract with the successful Proponent to this Request for Proposal for the performance of any part of the work;
- "Work" means the goods, all services and deliverables to be provided by the Contractor, and as described in this RFP.

#### 1.3 BACKGROUND

Throughout its existence, Coquitlam Public Library has held a strong reputation for commitment to the community. We have achieved this by providing many services to our customers and meeting the changing needs of a diverse and growing community.

The Library serves the residents of the City of Coquitlam, whose population is approximately 150,000, in two branches and with a mobile library (the Library Link). CPL provides collections in multiple formats including books, DVDs, lendable technology, and video games. CPL provides a number of online services, mainly through the website and other platforms. The Library serves a wide demographic and provides specific services for children, teens, newcomers, English language learners, foreign language speakers and print disabled. CPL also serves many members in the communities of Port Moody and Port Coquitlam. CPL is a member of Interlink, a federation of libraries in the Lower Mainland and works with other libraries in the Province on a number of services, such as reciprocal borrowing and Interlibrary Loans.

The Library welcomes approximately 900,000 visitors every year, spread across two main physical locations as well as a third mobile branch, the Library Link.

#### 1.4 THF TFRM

The successful Proponent will be required to enter into a contract with CPL for a three (3) month probationary trial period, effective July 15, 2025.

Upon the successful completion of the probationary trial period, the contract will be extended to July 14, 2026. This term may be extended for four (4) further one year terms, to a maximum period of five (5) years, based upon satisfactory annual performance reviews and acceptance of price and level of service by CPL.

#### 1.5 PROBATIONARY PERIOD AND RENEWAL

Proponents are to note that the Services contemplated under this RFP are subject to a three (3) month probationary period and review. If under the probationary period, the Library determines the work is not at an acceptable standard as set forth in the Services Standards or Specifications, then the Coquitlam Public Library expressly reserves the right to terminate the contract and seek alternate remedies as it deems necessary to achieve an acceptable standard. The Coquitlam Public Library will be the sole judge as to what the acceptable level of service is.

If any successful company is disqualified, or their contract is not renewed at the end of any term because of poor performance, the Coquitlam Public Library reserves the right to select, negotiate, and contract the services with the next Preferred Proponent or any other Contractor.

#### 1.6 MANDATORY REQUIREMENTS

#### 1.6.1 MANDATORY SUBMISSION REQUIREMENTS

- 1. General Questions Form (Appendix C). File format: PDF
- 2. Pricing (Appendix D): Each proposal must include pricing information that complies with the instructions set out below in Appendix D. The maximum pricing (excluding value adds and maintenance/support) is **\$85,000 CAD.** File format: PDF
- 3. Submission Form (Appendix E): Each proposal must include a Submission Form (Appendix E) completed and signed by an authorized representative of the proponent. File format: PDF
- 4. Other Mandatory Submission Requirements: N/A

#### 1.6.2 MANDATORY SITE TOUR

A **MANDATORY GUIDED SITE TOUR** is scheduled for: May 20, 2025 at 09:00 (City Centre) and at 10:30 (Poirier). Proponents are to meet at CPL, City Centre Branch, 1169 Pinetree Way to sign-in and view the City Centre Branch. Following this tour, Proponents must be prepared to travel the Poirier Branch (575 Poirier Street) for a tour of the Poirier branch at 10:30.

Proponents must contact Library staff at least 48 hours in advance to reserve their place.

Please contact Ryan Jamieson by email (rjamieson@coglibrary.ca) and provide:

- Company Name
- Representative Name
- Representative Position and contact information

Attendance will be taken; failure to attend will lead to a proponent's proposal not being accepted.

#### 1.6.3 PRE-CONDITIONS OF AWARD

Prior to a contract being awarded the successful proponent must provide the following:

- 1. Workers Compensation Insurance The proponent must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the proponent's obligations under any future agreement, including the Workers Compensation Act in British Columbia or similar laws in other jurisdictions.
- 2. Evidence of Insurance The proponent must provide CPL with evidence of adequate insurance as described in Appendix F General Conditions .

#### 1.7 SUBMISSION OF PROPOSALS

RFP responses must be submitted electronically in the English language.

Proponents must submit their responses in digital PDF format only with a covering Email to: Ryan Jamieson, rjamieson@coqlibrary.ca

The filename will be in the following format: "RFP#2025-02–Janitorial–Proponent Name". Only emailed responses will be considered.

The deadline for Proponent submissions is **16:00 PST, June 8, 2025**. Late responses or responses dropped off at branch or received by fax or mail will not be considered.

Amendments to a Proposal may be submitted via email, at any time prior to the submission deadline.

A signature confirming the Proponent's intent to be bound to the Proponent's Proposal is mandatory. Submissions shall include the Proponent's name, the authorized signatory's name and contact details, including address, Email, and telephone number. CPL reserves the right to contact the Proponent to seek clarification, information or answer questions pertaining to the Proponent's RFP submission.

Proponent enquiries must only be directed to: Ryan Jamieson rjamieson@coqlibrary.ca

Information obtained otherwise is not official. CPL shall not be bound or responsible for any explanation, clarification, answers or comments, informal, or otherwise, that have not been incorporated into an addendum to the RFP and posted on BC BID.

All costs with the preparation and submission of a Proposal will be borne solely by the Proponent.

#### 1.8 RFP TIMETABLE

	<del>_</del>
Issue Date of RFP	May 9, 2025
MANDATORY Site Tour (two sites)	May 20, 2025
Deadline for Questions	May 25 @16:00 PST
Deadline for Issuing Addenda	May 30 @16:00 PST
Submission Deadline	June 8 @ 16:00 PST
Anticipating ranking of proponents	By June 20, 2025
Anticipated signing of contract	By June 27, 2025
Anticipated Execution of Agreement	July 15, 2025

The RFP timetable is tentative only, and may be changed by CPL at any time.

# 1.9 PROPOSALS

Proposal materials should be prepared and submitted in accordance with the requirements outlined in section 1.5. Requested information includes:

Name:	Type:	# of Files	Requirement
Appendix C: Responses	PDF	1	Mandatory
Appendix D: Pricing Form	PDF	1	Mandatory
Appendix E: Submission Form	PDF	1	Mandatory

# PART 2: EVALUATION, NEGOTIATION, AND AWARD

CPL will conduct the evaluation of proposals and negotiations in the following stages:

#### 2.1 STAGE I – MANDATORY SUBMISSION REVIEW

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the proposal will be rejected. The mandatory submission requirements are set out in **1.6 Mandatory Requirements**.

#### 2.2 STAGE II - EVALUATION

CPL will evaluate each qualified proposal on the basis of the non-price rated criteria as requested in Appendix C: Responses.

#### 2.3 STAGE III - PRICING

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the Price Evaluation Method (Appendix D). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, CPL may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, CPL may reject the proposal. CPL may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

# 2.4 STAGE IV – RANKING, INTERVIEWS AND CONTRACT NEGOTIATIONS 2.4.1 Ranking of Proponents and Interviews

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores.

The proponents with the highest ranked proposals, to a maximum of three (3) proponents, will each be invited to attend an interview, limited to proponents with scores within five (5) points of the total score of the top-ranked proposal. If no other proponent is within reach of the top-ranked proponent, CPL will enter into direct contract negotiations with the top-ranked proponent to finalize an agreement.

Proponents invited to an interview will be provided with adequate advance notice. The interviews will be conducted using online meeting technology mutually agreed by both parties. CPL may ask a standard set of questions of each proponent invited during their interview as well as any other questions for clarification or verification purposes.

Interviews will be evaluated and weighted as set out in Evaluation Criteria and, subject to passing all minimum scores for this stage, if any, added to the written proposal total scores to determine final scores and final ranking. CPL also reserves the right to re-visit and adjust prior scores from Stage II based on any information gathered during the interviews.

The top-ranked proponent will receive a written invitation to enter into a final round of negotiations to finalize the agreement with CPL. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

#### 2.4.2 Evaluation Criteria

The following table sets out the categories, weightings and minimum thresholds of the evaluation for the RFP. Proponents who do not meet the \*minimum threshold will not proceed to the interview portion of the evaluation. It is anticipated that CPL will interview up to the three (3) highest evaluated proponents meeting the minimum threshold and within 5 points of the top-ranked proponent.

#	Evaluation Category	Weighting	Minimum
		(points)	Threshold
i.	Section B: Staffing (Appendix C)	15	6
ii.	Section C: Process (Appendix C)	10	9
iii.	Section D: Quality Assurance (Appendix C)	20	12
iv.	Section E: Value Added Offerings (Appendix C)	5	n/a
٧.	Section F: References (Appendix C)	10	7
	<b>Subtotal Points</b>	60	
٧.	Pricing (Appendix D)	25	17.5
vi.	Interview	5	n/a
	<b>Total Points</b>	90	_

#### 2.4.3 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the CPL or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the RFP Particulars (Appendix A) are to form the basis for commencing negotiations between the CPL and the selected proponent. Negotiations may include requests by the CPL for supplementary information from the proponent to verify, clarify or supplement the information

provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by CPL for improved pricing or performance terms from the proponent.

#### 2.4.4 Failure to Enter into Agreement

If the Pre-Conditions of Award (Section E of Appendix A: RFP Particulars) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, CPL may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until CPL elects to cancel the RFP process.

#### 2.4.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent

# PART 3: TERMS & CONDITIONS OF THE RFP PROCESS

#### 3.1: GENERAL INFORMATION AND INSTRUCTIONS

#### 3.1.1. Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified.

#### 3.1.2 Proposals in English

All proposals are to be in English only.

#### 3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### 3.1.4 Past Performance

In the evaluation process, CPL may consider the proponent's past performance or conduct on previous contracts with CPL or other institutions.

#### 3.1.5 Information in RFP Only an Estimate

CPL and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### 3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### 3.1.7 Proposal to be Retained by CPL

CPL will not return the proposal or any accompanying documentation submitted by a proponent.

#### 3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CPL makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an

exclusive contract for the provision of the described Deliverables. CPL may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

#### 3.2 COMMUNICATION AFTER ISSUANCE OF RFP

#### 3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the contact listed above on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. CPL is under no obligation to provide additional information, and CPL is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CPL is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### 3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If CPL, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CPL.

#### 3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CPL determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CPL may extend the Submission Deadline for a reasonable period of time.

#### 3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, CPL may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. CPL may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

#### 3.3 NOTIFICATION AND DEBRIEFING

#### 3.3.1 Notification to Other Proponents

Once an agreement is executed by CPL and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

#### 3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's

representative to schedule the debriefing. Debriefings may occur in person at CPL's location or by way of conference call or another remote meeting format as prescribed by CPL.

#### 3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- a clear statement as to which procurement the proponent wishes to challenge;
- a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- the proponent's contact details, including name, telephone number and email address.

CPL will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which CPL will provide the proponent with a formal response.

#### 3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

#### 3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - i. having or having access to confidential information of CPL in the preparation of its proposal that is not available to other proponents;
  - ii. having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  - iii. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  - iv. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
  - v. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- b) In relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
  - i. could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - ii. could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### 3.4.2 Disqualification for Conflict of Interest

CPL may disqualify a proponent for any conduct, situation, or circumstances, determined by CPL, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of CPL may be precluded from participating in the RFP process in instances where CPL has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

#### 3.4.3 Disqualification for Prohibited Conduct

CPL may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if CPL determines that the proponent has engaged in any conduct prohibited by this RFP.

#### 3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix C).

#### 3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

#### 3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

#### 3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of CPL; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

#### 3.4.8 Supplier Suspension

CPL may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- a) illegal or unethical conduct as described above;
- b) the refusal of the supplier to honour its submitted pricing or other commitments;
- engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- d) any conduct, situation, or circumstance determined by CPL, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, CPL will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by CPL in making its final decision.

#### 3.5 CONFIDENTIAL INFORMATION

#### 3.5.1 Confidential Information of CPL

All information provided by or obtained from CPL in any form in connection with this RFP either before or after the issuance of this RFP

- a) is the sole property of CPL and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c) must not be disclosed without prior written authorization from CPL; and
- d) must be returned by the proponent to CPL immediately upon the request of CPL.

#### 3.5.2 Confidential Information of Proponent

Proponents should be aware that CPL is a "public body" subject to the Freedom of Information and Protection of Privacy Act (British Columbia) ("FOIPPA") and that all material submitted by the proponent will be subject to FOIPPA. A proponent should clearly identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CPL. The confidentiality of such information will be maintained by CPL, except as otherwise required by law or by order of a court or tribunal or body with jurisdiction to make such an order. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by CPL to advise or assist with the RFP process, including the evaluation of proposals.

Each proponent is responsible for compliance with laws (including FOIPPA) applicable to the collection, use and disclosure of personal information. By submitting a proposal containing personal information (including resumes) the proponent will be deemed to represent to CPL that the proponent has obtained the consent of the applicable individual(s), including the authorization to the indirect collection and use of personal information by CPL for the purposes

of this RFP and the associated procurement process. Copies of the obtained authorizations need not be submitted with the proposal, but CPL reserves the right to require proof of such authorization and to reject a proposal if such authorization is not provided as required by applicable law.

The proponent must retain signed authorizations for at least one year. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. For more information on the application of the Act, go to https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96165\_00

#### 3.6 PROCUREMENT PROCESS NON-BINDING

#### 3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the proponent nor CPL will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### 3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and CPL by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### 3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CPL to enter into an agreement for the Deliverables.

#### 3.6.4 Cancellation

CPL may cancel or amend the RFP process without liability at any time.

#### 3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process (Part 3):

a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

# APPENDIX A: RFP PARTICULARS

#### A. SCOPE OF THE SERVICES

CPL wishes to contract with a professional qualified experienced contractor to provide **JANITORIAL AND CLEANING SERVICES** at the two CPL buildings as further described in Appendix B: Janitorial Task Schedule

The janitorial and cleaning services shall include, but is not limited to, the following:

- Provision of all qualified labour, materials, and equipment
- Provision of all supplies, unless noted that CPL will provide these at the location identified
- A Daily Report Log kept on site or online, enabling communication between the Library's employees and Contractor's team shall be signed and dated by Contractor's team lead or equivalent
- Provision of all supervision of Contractors employees to ensure the highest level of service is provided in accordance with the specifications and task schedule, as determined by CPL

#### **B. MATERIAL DISCLOSURES**

The following items will be provided by CPL:

- Hand sanitizer refills;
- Liquid hand-soap refills;
- Toilet paper refills;
- Paper towel refills for dispensers;
- Menstrual products

#### C. PRICING

Pricing must include the pricing information that complies with the instructions set out in Appendix D. The maximum pricing (excluding value adds and call-outs) is \$85,000 in year one.

#### D. QUALIFICATIONS, CORPORATE STRENGTH AND REFERENCES

CPL is interested in companies who have successfully provided dependable, superior quality janitorial and cleaning services for similar buildings. Past performance and references will be considered as part of the evaluation in selecting the best quality and value for CPL.

#### E. INSURANCE

The successful proponent shall submit, on award by CPL, a Certificate of Insurance signed by the Insurance Company (not a Manager or Broker) certifying that the required insurance policies are in force and that:

a. CPL is added as "additional insured";

b. The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to CPL and CPL's written approval of the cancellation, transfer, assignment or alteration.

#### F. CERTIFICATION

All janitorial and cleaning employees shall have successfully completed the Building Service Workers (BSW) certification program from a government recognized training program. W.H.M.I.S. training must also be completed. CPL will be the sole judge as to what is deemed to be acceptable certification and a recognized training program. Copies of such certification shall be provided to CPL upon request.

# G. ENVIRONMENTALLY FRIENDLY PROFESSIONAL QUALITY CLEANING PRODUCTS

Proponents shall be responsible for the procurement, safe storage and use of all environmentally safe cleaning supplies, equipment, tools, and materials required for the provision of janitorial and cleaning services. Proponents shall maintain an adequate inventory of supplies in order to perform the services required.

#### H. STORAGE AREAS

The Contractor shall maintain custodial closet and/or storage areas in a clean, orderly, and safe manner at all times. The Contractor shall ensure that basic equipment and cleaning products are always available in these areas for emergency cleanup by the Contractor's staff during working hours.

#### I. VARIATION OF USAGE

CPL expects to receive a MONTHLY PRICE which shall consider the peaks and troughs that occur at the two branches. This means that no extra charges will be expected should there be a high level of usage at a particular time. Proponents shall consider that usage may vary and arrive at a monthly price that will allow for such fluctuations.

#### J. SCHEDULE OF USAGE AND HOURS OF COVERAGE

The CPL branches are in use as per the following schedule:

	City Centre	Poirier
Monday	09:00 - 21:00	09:00 – 21:00
Tuesday	09:00 - 21:00	09:00 – 21:00
Wednesday	09:00 – 21:00	09:00 – 21:00
Thursday	09:00 - 21:00	09:00 - 21:00
Friday	09:00 - 17:00	09:00 – 17:00
Saturday	10:00 – 17:00	10:00 – 17:00
Sunday	10:00 – 17:00	12:00 – 17:00

At no time shall performance of janitorial and cleaning services interfere with the regular operations of the Library. During unusual or special events, restricted areas will be identified and may be exempted from cleaning.

Branches **may** be closed or operate with reduced hours during the following days:

New Year's Day	Family Day	Good Friday	
Easter Monday	Victoria Day	Canada Day	
BC Day	Labour Day	National Day for Truth and	
		Reconciliation	
Thanksgiving Day	Remembrance Day	Christmas Day	
Boxing Day	Sunday between Boxing I	Sunday between Boxing Day and New Year's Day	

#### K. LOST AND FOUND ARTICLES

Lost and found articles shall be turned over immediately to the Customer Experiences Manager or designate on site.

# APPENDIX B: JANITORIAL TASK SCHEDULE

			City Centre	Poirie
Daily	Public areas & rooms	Dust/wipe all tables	Х	Х
(branch		Spot clean chairs	Χ	Х
closed)		Empty waste bins, wipe exteriors,	Х	Х
		replace liners as needed		
		Clean drinking fountains	Χ	Х
		Clean glass entrance doors (Pinetree	Χ	Х
		Way doors, Elevator foyer doors,		
		Lincoln doors)		
		Spot clean interior glass doors	Χ	Х
		Reposition furniture as needed	Χ	Х
		according to floorplan		
	Floors	Vacuum all carpeted areas	Х	Х
		Spot clean carpet stains as needed and		
		upon request		
		Sweep / vacuum all hard floor surfaces	Х	Х
		Damp mop all hard floor surfaces	Х	Х
	Bathrooms (Public and	Clean & disinfect dispensers, fixtures,	Х	Х
	staff)	sinks, dryers, toilets, urinals, showers,		
		handles, light switches		
		Mirrors polished and streak free	Х	Х
		Fix minor plugs; report major plumbing	Х	Х
		issues in communication book		
		Empty waste bins, sanitary receptacles,	Х	Х
		sharps containers, and replace liners		
		Restock supplies as needed	Χ	Х
		Damp mop floors with disinfectant	Х	Х
		Spot clean cubicle walls	Х	Х
		Spot clean door, door frames	Χ	Х
	Staff Rooms	Vacuum carpeted area	Х	Х
		Clean & disinfect counters, tables, and chairs	Х	Х
		Clean sink	Х	Х
		Wipe down appliances	Х	Х
	Offices	Empty garbage and recycling; replace liners as needed	Х	Х
		Spot clean interior glass (doors,	Х	Х
		windows)		
		Sweep/mop hard surface floors	X	X
		Vacuum carpeted areas	X	X
		Dust/wipe all office furniture	X	Х
	Parkade	Empty parkade garbage bin and replace liner as needed	Х	

		Pickup parkade litter	Х	
		Sweep and mop elevator landing (23'x8')	Х	
	Library Link	Vacuum carpeted area	Х	
	-	Clean & disinfect counters, tables, and	Х	
		chairs, bathroom		
		Clean sink	Х	
		Wipe down appliances	Х	
Weekly	Public areas & rooms	Vacuum fabric furniture	Х	Х
		Detail edge vacuum around furniture and walls	Х	Х
		Wipe down vending machines	Х	Х
	Library Link	Empty ashpan from incinolet	Х	
Monthly	Public areas & rooms	Dusting (light fixtures, picture frames, door frames under 8')	Х	Х
	Offices	Dusting (light fixtures, picture frames, shelves, door frames under 8')	Х	Х
	Staff Room	Clean and disinfect inside of fridge	Х	Х
		Wipe down cupboards	Х	Х
Quarterly	Public areas & rooms	Clean window coverings	Х	Х
		Wipe baseboards	Х	Х
		High dusting (air vents, lights, fixtures, air diffusers, HVAC diffusers, grills, etc) above 8'	Х	Х
	Bathrooms (Public and staff)	High dusting (air vents, lights, fixtures, air diffusers, HVAC diffusers, grills, etc) above 8'	Х	Х
	Staff Room	High dusting (air vents, lights, fixtures, air diffusers, HVAC diffusers, grills, etc) above 8'	Х	Х
	Offices	High dusting (air vents, lights, fixtures, air diffusers, HVAC diffusers, grills, etc) above 8'	Х	Х
		Fully clean interior glass, doors, windows	Х	Х
Other services	Book drops	Empty bins and bring materials into the Library for staff when the branch is not open on statutory holidays (see Appendix A, section J)	Х	Х

The following services are not included in the monthly fee:

Call Out	Emergency Services	Clean-up and removal of broken glass,	Х	Х
Services		bodily fluids, etc		
		Unplug toilets and clean toilet overflow	Х	Х

	Power washing	Power washing of specific areas (for example the elevator landing at City Centre in the parkade)	Х	
Optional Services	Elevator and Elevator Foyer (DAILY)	Spot clean walls, rails and doors with disinfectant	Х	
		Clean and disinfect Car Operating Panel (COP)	Х	
		Sweep/vacuum and mop floor and clean door tracks of debris	Х	
	Stairwell #7 (DAILY)	Sweep and remove litter from stairwell #7, including window ledges	Х	
		Spot clean walls	Χ	
	Stairwell #7 (MONTHLY)	Mop stairs	Χ	
		Wash window sills	Χ	
	Stairwell #7 (QUARTERLY)	Wash walls up to 8'	Χ	
Optional	Public areas & rooms	Garbage	Χ	
Services B	(DAILY, MID-DAY)	Empty waste bins, replace liners as needed	Х	
	Bathrooms (Public and staff) (DAILY, MID-DAY)	Empty waste bins, sanitary receptacles, sharps containers, and replace liners	Х	
		Restock supplies as needed	Χ	

# APPENDIX C: RESPONSES

# SECTION A: LEGAL AND STRUCTURE

LEGAL STATUS:					
(check as appropriate)		INCORPORATED REGISTER		RED	PRIVATE
<b>Coquitlam Business</b>	Wor	ksafe Number	Number of		<b>Years in Business</b>
License No. (if			Employe	ees	
available)					
Organizational Structu	ire of tl	he Company			
Fill in the chart below, c	v attach	an arganization	al chart		
Till ill tile Chart below, C	n attaci	i an organization	ai Chart		
Title	or attacr	Dut		Addit	ional information / explanation
· · · · · · · · · · · · · · · · · · ·	or attact			Addit	•
· · · · · · · · · · · · · · · · · · ·	or attact			Addit	•
·	or attacr			Addit	•
· · · · · · · · · · · · · · · · · · ·	or attacr			Addit	•

### **SECTION B: STAFFING**

		<del>-</del>
1.	Will you have a fully qualified Supervisor or Foreman on site? If not, describe how supervision will happen?	Click or tap here to enter text.
2.	How do the public and library staff	Click or tap here to enter text.
	identify your staff?	
3.	How are absences	Click or tap here to enter text.
	covered, both	
	unexpected and	
	expected?	
4.	Describe your	Click or tap here to enter text.
	training processes	
	and the number of	
	training hours new	
	employees receive	
5.	Describe your	Click or tap here to enter text.
	WHMIS training	
	program for your	
	staff	

# **SECTION C: PROCESS**

1.	Will you be sub- contracting any part of the Janitorial & Cleaning services? If yes, which parts?	Click or tap here to enter text.
2.	What systems do you use to ensure staff have access to clean, laundered wet and dry mops and cleaning cloths?	Click or tap here to enter text.
3.	How do you ensure that staff use different cloths for different cleaning functions, such as washrooms, offices, dusting, etc?	Click or tap here to enter text.

# SECTION D: QUALITY ASSURANCE

	CHOIN D. QUILLI	
1.	Describe your company's Quality	Click or tap here to enter text.
	Assurance program	
2.	Describe how your	Click or tap here to enter text.
	company will	
	ensure that	
	standards set out	
	by CPL are being	
	adhered to	
3.	Describe how your	Click or tap here to enter text.
	company will	
	maintain and	
	monitor the	
	cleaning standards	
4.	Describe your	Click or tap here to enter text.
	company's process	
	for addressing	
	items that do not	
	meet the cleaning	
	standards	
	Stariuarus	

5.	What does the	Click or tap here to enter text.
	communication	
	flow look like in	
	your company	
	when it comes to	
	complaints or issues	
	from CPL?	

#### SECTION E: VALUE ADDED OFFERINGS

1.	Provide any	Click or tap here to enter text.
	additional	
	information that	
	would be of benefit	
	and applicable to	
	providing the best	
	cleaning and	
	janitorial service to	
	CPL.	

2. In the spirit of working with industry subject matter experts, CPL acknowledges that there may be products, solutions and/or services that may bring value to CPL that may exceed the minimum requirements of the requirements of this RFP. For example, solution enhancements that would reduce the total cost of service, improve user experience, higher effectiveness, mitigating risk etc. Proponents are encouraged to propose unique and/or creative solutions that could add value to their proposal.

Proponents may choose to provide such value-added products, solutions and/or services that may exceed the minimum requirements of this RFP.

All proposed value-added elements are to be fully costed by the proponent in the designated area in Section G - Pricing. However, any costs associated with a proposed value-added element will not be considered in the awarding of points, if any to this criterion.

Describe any Value-Added Offerings here, and indicate whether each offering will incur additional costs. Costs are to be outlined in Appendix D, section E.

Click or tap here to enter text.

#### **SECTION F: REFERENCES**

Reference #1

Business Name:	Location(s):	Floor Area (sq. ft):
----------------	--------------	----------------------

Click or tap he	re to enter Click or tap here		to enter	Click or tap here to enter text.	
text.		text.			
		Click or tap here to enter		Click or tap here to enter text.	
		text.			
			to enter	Click or tap here to enter text.	
		text.			
Contact:	Click or tap l	nere to enter	Title:	Click or tap here to enter text.	
	text.				
Phone:	Click or tap here to enter		Email:	Click or tap here to enter text.	
	text.				

# Reference #2

<b>Business Nar</b>	me: Location(s):			Floor Area (sq. ft):	
Click or tap he	Click or tap here to enter Click or tap he		to enter	Click or tap here to enter text.	
text.		text.			
		Click or tap here to enter		Click or tap here to enter text.	
			to enter	Click or tap here to enter text.	
		text.			
Contact:	Click or tap l	nere to enter	Title:	Click or tap here to enter text.	
	text.				
Phone:	Click or tap here to enter		Email:	Click or tap here to enter text.	
	text.				

# Reference #3

<b>Business Name:</b>		Location(s):		Floor Area (sq. ft):	
Click or tap her	Click or tap here to enter		to enter	Click or tap here to enter text.	
text.		text.			
		Click or tap here	to enter	Click or tap here to enter text.	
		Click or tap here to enter		Click or tap here to enter text.	
		text.			
Contact:	Click or tap h	nere to enter	Title:	Click or tap here to enter text.	
	text.				
Phone:	<b>Phone</b> : Click or tap her		Email:	Click or tap here to enter text.	
	text.				

# APPENDIX D: PRICING

Pricing is worth 25 points out of the total final score.

#### Instructions:

- a) Proponents should provide the information requested in the table below and include it in their proposals.
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- d) Pricing information is not to be included in any document other than the Appendix D Pricing.

Pricing will be scored based on a relative pricing formula using the lowest rates submitted. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

lowest price ÷ proponent's price × weighting=proponent's pricing points

Detail pricing, including all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

The maximum Total Price in section A below is **\$85,000 CAD** for the year **2025**. This excludes Callout, Optional, and Value Add Elements.

#### **Section A: Monthly fees**

All prices EXCLUSIVE of GST		2025			
City Centre Branch, 1169 Pinetree Way		\$ Per Month			
35,000 sq. ft.					
Poirier Branch, 575 Poirier Street		\$ Per Month			
25,000 sq. ft.					
TOTAL (City Centre + Poirier branches)		\$ Per Month			
Upon satisfactory completion of the first tw	velve	e month servi	ice period, as reviewed by CPL, and		
in the event CPL elects to renew the service	е ре	eriod(s) for fu	urther one-year periods, the abov		
monthly price and where applicable, the m	nly price and where applicable, the monthly rate and hourly call out rate will be adjuste				
by the following percentages:					
2 <sup>nd</sup> Year – 2026	dd:		%		

3 <sup>rd</sup> Year – 2027	Add:	9	%	
4 <sup>th</sup> Year – 2028	Add:	9	%	
5 <sup>th</sup> Year – 2029	Add:	9	%	

#### **Section B: Callout Rates**

We agree to the following all-inclusive rates for additional janitorial and cleaning services, only when requested by CPL, as described in Appendix B. These callout rates will be increased by the same percentage listed in Section A for 2026-2029.

Emergency Services	\$ Click or tap here to enter text.	Per Hour
Powerwashing	\$ Click or tap here to enter text.	Per Service

#### **Section C: Optional**

We agree to the following monthly service addons, if requested by CPL. These optional services will be increased by the same percentage listed in Section A for 2026-2029.

Optional Services A		<b>\$</b> Click or tap here to enter text.	Per Month
Optional	As described in Appendix B	\$ Click or tap here to	Per Month
Services B		enter text.	

#### **Section D: Value Added Options**

Please list any value-added offerings mentioned in Appendix C, Section E and the corresponding price (exclusive of PST and GST).

Any costs associated with a proposed value-added element will not be considered in the awarding of points to the pricing criterion.

Value Add Element A	Click or tap here to enter text.	\$ Click or tap here to enter text.
Value Add Element B	Click or tap here to enter text.	\$ Click or tap here to enter text.
Value Add Element C	Click or tap here to enter text.	\$ Click or tap here to enter text.

Value Add Element D	Click or tap here to enter text.	\$ Click or tap here to enter text.
(Add lines as required)		

# APPENDIX E: SUBMISSION FORM

#### 1. Proponent Information

Please fill out the following form, naming one p	erson to be the proponent's contact for the
RFP process and for any clarifications or comme	unication that might be necessary.
Full Legal Name of Proponent:	
Any other relevant name under which	
Proponent carries on business:	
Street Address:	
Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name & Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

#### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CPL and the proponent unless and until CPL and the proponent execute a written agreement for the Deliverables.

#### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

#### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by CPL prior to the Deadline for Issuing Addenda.

#### **6. Communication with Competitors**

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
  - (i) prices;
  - (ii) methods, factors or formulas used to calculate prices;
  - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
  - (iv) the intention or decision to submit, or not to submit, a proposal; or
  - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

#### **Disclosure of Communications with Competitors**

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

Click or tap here to enter text.

#### 7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CPL within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the
preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of
Interest in performing the contractual obligations contemplated in the RFP.
If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Click or tap here to enter text.

#### 9. Mandatory Requirements

Mandatory Requirements (Appendix C, Appendix D, Appendix E) have been reviewed and are met by the proponent's proposed solution.

The Mandatory Site Visit was attended.

The maximum total price (excluding value adds) is no more than \$85,000.00 CAD.

#### 10. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CPL to the advisers retained by CPL to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative	
g	
Name of Proponent Representative	
·	
Title of Proponent Representative	
- <u>-</u>	
Date	
I have the authority to bind the proponent.	

# APPENDIX F: GENERAL CONDITIONS

#### A. OWNERSHIP OF RESPONSES

All documents submitted to CPL become the property of CPL.

CPL is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of that Act does offer some protection for third party business interests, CPL cannot guarantee that any information provided CPL can be held in confidence. To the extent that is it legally able to do so CPL may, but will not be obligated to, hold in confidence any information specifically identified by the Proponent as being confidential.

#### **B. CONFIDENTIALITY OF INFORMATION**

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

#### C. INDEMNITY

The Proponent hereby agrees to indemnify and save harmless CPL, its officers, employees, elected officials and agents against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent acts, errors or omissions of, or breach of this agreement by, the proponent, its servants, agents or sub-contractors, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of CPL.

#### D. INSURANCE

Any Contract resulting from this RFP will require that the Proponent, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, comprehensive commercial general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the Contract.

CPL is to be added as an additional insured and the policy shall contain a cross liability clause.

The Proponent will provide CPL with evidence of the required insurance in the form of a certificate of insurance, upon execution and delivery of the Contract.

The Proponent will provide and maintain professional liability insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 insuring the Proponent's liability resulting from errors and omissions in the performance of professional services under the Contract.

The Proponent will provide evidence of automobile liability on all vehicles owned, operated or licensed in the name of the Proponent and used in the performance of the work in an amount not less than \$3,000,000.

#### E. REGISTRATION WITH WORKSAFEBC

The Proponent and any approved sub-consultants must be registered with WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Proponent may be required to submit a WorkSafeBC Clearance Letter indicating that all assessments have been paid. The Proponent shall abide by all provisions of the Workers Compensation Act of British Columbia and must sign a safety agreement in the form provided by CPL.