



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub, Fredericton Office
PO Box 4000
Hugh John Flemming Forestry Centre
1350 Regent Street
Fredericton, NB, E3B 5P7

F5211-130121

September 11, 2013

Subject: Request for Proposal No. F5211-130121

**JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION,
NANAIMO, BC**

Dear Sir/Madam:

The Department of Fisheries and Oceans has a requirement for these services to be carried out in accordance with the **attached documentation as noted in the Index**. The services are to be performed during the period commencing upon November 1st, 2013 and are to be completed by October 31st, 2014 with the option to renew for two (2) additional one (1) year periods with the Ministers approval.

If you are interested in undertaking this project, your proposal **must be received** by the under signed on or prior to the closing date and time. You may fax your quote to fax number (506) 452-3676. Alternately you can email your bid to kimberly.walker@dfo-mpo.gc.ca or forward it via mail or courier to:

Procurement Hub - Fredericton
Materiel and Procurement Services
Fisheries and Oceans Canada
PO Box 4000
Hugh John Flemming Forestry Centre
1350 Regent Street
Fredericton, NB, E3B 5P7

ATTENTION – Kim Walker
Phone: 506-452-3624

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time (11 am Pacific Time) on: October 22nd 2013.**

Please note that it is the practice for local couriers to deliver to the above address, if your proposal is sent from outside of the Fredericton NB area, it is your responsibility to ensure that

the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

Contractors working under this contract must hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid "reliability status" or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of contract award to allow them access to Fisheries and Oceans' restricted office areas.

No sensitive information can be accessed, processed or stored at the contractor's premises.

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at the Department of Fisheries and Oceans at Andrea.Painter@dfo-mpo.gc.ca or at 604-666-0018 phone.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete Form "G-1" (Confirmation of Security Status) attached hereto as Appendix "G", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

Electronic Submission Method

You are invited to submit one (1) electronic copy in pdf format of a Technical Proposal which fulfills the requirements of this Request for Proposals, one (1) electronic copy in pdf format of (Annex 1) – Offer of Services/Contract Form and one (1) electronic copy in pdf format of your Financial Proposal. Your proposal must be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Proposals (RFP) No. **F5211-130121**, the title of the work, the name and address of your firm.

Proposals in response to this Request for Proposals shall be comprised of three (3) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – one (1) electronic copy required;
- b) **CONTECT: VOLUME 2 – Annex 1 – Offer of Services / Contract Form**
one (1) electronic copy required; and
- c) **CONTENT: VOLUME 3 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) electronic copy required contained in a *separate attachment*, clearly identifying the Bidder and the Request for Proposals No. F5211-130121.

Postal or Courier Submission Method

You are invited to submit four (4) written copies of a Technical Proposal which fulfills the requirements of this Request for Proposals. The hard copies must be signed in accordance with Article 19 Signature for Offer of Services at Annex 1 – Offer of Services/Contract Form. Your proposal must be clearly identified, indicating on the transmittal package the words "Bid/Proposal", Request for Proposals No. **F5211-130121**, the title of the work, the name and address of your firm. **A template is annexed to this letter showing a satisfactory address format.**

Proposals in response to this Request for Proposals shall be comprised of two (2) volumes (sections) as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL PROPOSAL (MANDATORY)** – four (4) copies required; and
- b) **CONTECT: VOLUME 2 – Annex 1 – Offer of Services / Contract Form** one (1) copy required; and
- c) **CONTENT: VOLUME 3 – FINANCIAL PROPOSAL (MANDATORY)** – one (1) copy required contained in a *separate sealed envelope*, clearly identifying the Bidder and the Request for Proposals No. F5211-130121.

Your proposal is required in sufficient detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Section I: Technical Proposal (with no reference to price)

- a) **OFFER OF SERVICES/CONTRACT FORM - ANNEX 1**
Your proposal must include the duly completed and signed Offer of Services/Contract Form.
- b) **PROPOSAL-ANNEX2**
Your proposal must include:
 1. An indication of an understanding of the requirement and objectives of the project;
 2. A listing of personnel you propose to assign to carry out this work and resumes of each individual's qualifications and experience, particularly as it relates to this project, as per the evaluation criteria in Appendix "E";
 3. A description of the firm's capability to carry out this Work;
 4. An indication of previous projects of a similar nature successfully completed by the firm; technical information, including a listing and description of these projects with commencement and termination dates and for whom the work was performed;

5. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable, and;
6. Certifications attached hereto as Appendix "D" signed and dated.
7. A completed signature sheet (attached)
8. A completed Language Preference sheet (attached)
9. A completed Personnel Identification Form Appendix "G-1"

Section II: Financial Proposal

1. A breakdown of the costs tendered in section 7.0 Tendered Prices.

Proposals will be evaluated in accordance with the Evaluation Criteria attached as Appendix "E".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND SHALL BE REJECTED IN THEIR ENTIRETY.

If additional information is required, you are requested to contact Kimberly Walker, Senior Contracting Officer, Fredericton Procurement Hub at (506) 452-3624, by fax at (506) 452-3676 or e-mail at kimberly.walker@dfo-mpo.gc.ca

BIDDERS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS MUST BE SUBMITTED IN WRITING, **NO LATER THAN October 18th, 2013, 2 pm (14:00 Hours) ATLANTIC TIME** TO THE CONTRACT AUTHORITY AS SET OUT IN SECTION 18 OF ANNEX 1- OFFER OF SERVICES / CONTRACT FORM. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any proposal submitted.

Yours Truly,

Kimberly Walker
Senior Contracting Officer
Fredericton Procurement Hub

Attach.

**Contract/File No.
F5211-130121**

APPENDICES

REQUEST FOR PROPOSAL –

JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION, NANAIMO, BC

- | | |
|-------------------------|---|
| 1. Letter of Invitation | |
| 2. Annex 1 | Offer of Services / Contract Form |
| 3. Appendix "A" | General Conditions |
| 4. Appendix "B" | Terms of Payment |
| 5. Appendix "C" | Statement of Work |
| 6. Attachment | Signature Sheet |
| 7. Attachment | Language of Preference |
| 8. Attachment | Cleaning Contract Terms of Reference and Conditions |
| 9. Attachment | Cleaning Equipment Required For Our Cleaning Contract |
| 10. Attachment | Communication, Cost, Salaries and Labour Breakdown |
| 11. Attachment | Cleaning Firm's Statement of Qualifications |
| 12. Attachment | Quotation Supplement |
| 13. Attachment | Cleaning Task Schedule |
| 14. Attachment | Quad Cleaning |
| 15. Attachment | Drawings |
| 16. Appendix "D" | Certifications |
| 17. Appendix "E" | Evaluation Criteria |
| 18. Appendix "F" | Instructions to Tenderers |
| 19. Appendix "G" | Security Requirements |
| 20. Appendix "G-1" | Personnel Identification Form |
| 21. Appendix "H" | The Federal Contractors Program for Employment Equity |
| 22. Appendix "I" | Labour Conditions |
| 23. Appendix "J" | Envelope Template |

Department of Fisheries and Oceans

Bid Closing Date: October 22nd, 2013
Time: 14:00 Hours (Atlantic Time)
Financial Coding: 5D103-521-120-4420-50001
Contract/File No: F5211-130121

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

**JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION,
NANAIMO, BC**

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

**JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION,
NANAIMO, BC**

3. CONTRACT DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services / Contract Form, will form part of the contract:

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document marked Appendix "A", Conditions" attached hereto or referenced entitled "General Conditions";
3. Document marked Appendix "B", attached hereto, or referenced entitled "Terms of Payment";
4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work" including all attachments (Signature Sheet, Language of Preference, Cleaning Contract Terms of Reference and Conditions, Cleaning Equipment Required For Our Cleaning Contract, Communication, Cost, Salaries and Labour Breakdown, Cleaning Firm's Statement of Qualifications, Quotation Supplement, Cleaning Task Schedule, Quad Cleaning and Drawings);
5. Document marked Appendix "D", attached hereto, or referenced entitled "Certifications";
6. Document marked Appendix "E", attached hereto, or referenced entitled "Evaluation Criteria";
7. Document marked Appendix "G-1", attached hereto, or referenced entitled "Personnel Identification Form";
8. Document marked Appendix "H", attached hereto, or referenced entitled "The Federal Contractors Program for Employment Equity";
9. Annex 2 - Proposal.

4. **SECURITY**

All contractors working under this contract must hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of bid closing to allow them access to Fisheries and Oceans' restricted office areas.

No sensitive information can be accessed, processed or stored at the contractor's premises

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

5. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

6. CONTRACT PERIOD

The Contractor hereby offers to perform the work commencing on the date of acceptance of this Offer and is to be completed by October 31, 2014.

7. TENDERED PRICES

Input in the financial portion of your proposal

8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

9. SUBMISSION

The Contractor submits herewith the following:

- a) **ANNEX 1 OFFER OF SERVICES/CONTRACT FORM (DULY COMPLETED AND SIGNED)**
- b) **APPENDIX "B" Terms of Payment, completed and signed;**
- c) **APPENDIX "C" Statement of Work which refers to the following: Signature Sheet, Language of Preference, Cleaning Contract Terms of Reference and Conditions, Cleaning Equipment Required For Our Cleaning Contract, Communication, Cost, Salaries and Labour Breakdown, Cleaning Firm's Statement of Qualifications, Quotation Supplement, Cleaning Task Schedule, Quad Cleaning and Drawings, completed and signed;**
- d) **APPENDIX "D" Certifications, completed and signed;**
- e) **APPENDIX "E" Evaluation Criteria, completed and signed;**

- f) **APPENDIX "G-1" Personnel Identification Form, completed and signed;**
- g) **ANNEX 2 Proposals**

The Contractor, by completing and signing this Offer of Service/Contract Form, recognises that the above noted documents form part of the Request for Proposal and that proposals which do not contain the above noted documents will be considered incomplete and will be rejected.

10. **IRREVOCABLE OFFER**

The Contractor submits the Total Estimated Tendered Price listed in Article 7 on the full understanding that this Total Estimated Tendered Price represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Contractor by written notice to that effect, whereupon the Contractor shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its proposal.

In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

11. **APPROPRIATE LAW**

The resulting contract shall be governed by and construed in accordance with the laws in the Province of Ontario.

12. **NO EXPRESS COLLABORATION**

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its

officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

13. CONTRACT

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this Offer of Services/Contract Form and attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

14. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

15. REPLACEMENT OF PERSONNEL

- 15.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 15.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 15.3** The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
 - b) The name, qualifications and experience of the proposed replacement person; and,
 - c) Proof that the person has the required security clearance granted by Canada, if applicable.

15.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

15.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

15.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. **ADDENDUM**

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2010.

Contractor's signature _____

17. **CONTRACTOR'S ADDRESS**

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of Annex 1.

18. **DEPARTMENTAL PERSONNEL**

For the purposes of or incidental to the contract and for information during the bidding process the Contracting Authority shall be:

Kimberly Walker
Senior Contracting Officer
Fredericton Procurement Hub

Department of Fisheries and Oceans
PO Box 4000
Hugh John Flemming Forestry Centre
3rd floor, 1350 Regent Street
Fredericton, NB, E3B 5P7
Telephone: (506) 452-3624
Facsimile: (506) 452-3676

PROJECT AUTHORITY

(To be completed upon contract award)

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2010.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This contract is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2010.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

APPENDIX "A"**GENERAL CONDITIONS
PROFESSIONAL SERVICES****1. IN THE CONTRACT,**

- 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
- 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
- 1.4 "General Conditions" means this document as amended from time to time.
- 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
- 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
- 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
- 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
- 1.10 "Prototypes" includes models, patterns and samples.
- 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

- 1.12 “Work”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the Contract.
- 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
- 1.14 A cross reference to a section number is a reference to all its sub-sections.
- 1.15 Words in the singular include the plural and words in the plural include the singular.
- 1.16 Words imparting a gender include any other gender.

2. PRIORITY OF DOCUMENTS

- 2.1 In the event of discrepancies or conflicts between these General Conditions and anything in the other documents that together form the Contract, these General Conditions govern except that if there is a conflict between these General Conditions and the Articles of Agreement, the Offer of Services, or such similar document, then the Articles of Agreement, the Offer of Services, or such similar document, whichever may be the case, shall govern.

3. SUCCESSORS AND ASSIGNS

- 3.1 The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty’s interest in the Contract shall include the novation of the Minister’s assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.

- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. TIME OF THE ESSENCE

- 5.1 Time is of the essence of the Contract and every part thereof, except as may be otherwise provided.

6. FORCE MAJEURE

- 6.1 A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that:

- 6.1.1 was beyond the reasonable control of the Contractor;
- 6.1.2 could not have reasonably been foreseen;
- 6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and
- 6.1.4 occurred without the fault or neglect of the Contractor,

may, subject to subsections 6.2, 6.3 and 6.4 constitute an “excusable delay” provided that the Contractor invokes this subsection by giving notice pursuant to subsection 6.4.

- 6.2 If any delay in the Contractor’s performance of any obligation under the Contract is caused by delay of a subcontractor, such a delay may constitute an “excusable delay” by the Contractor, only if the delay of the subcontractor meets the criteria for an “excusable delay” by the Contractor pursuant to this section and only to the extent that the Contractor has not contributed to the delay.
- 6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”
- 6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:
- 6.4.1 used its best efforts to minimize the delay and recover lost time;
 - 6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;
 - 6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the

- Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and
- 6.4.4 carried out the work-around-plan approved by the Minister.
- 6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.
- 6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.
- 6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

7. INDEMNIFICATION

- 7.1 *The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:*
- 7.1.1 *any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s employees or agents in performing the Work or as a result of the Work;*
- 7.1.2 *any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and*
- 7.1.3 *the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor’s obligations under the contract,*

and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

- 7.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty's other rights.

8. NOTICES

- 8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail, facsimile or other electronic means that provides a paper record of the text of the notice and confirmation of its receipt by the person at the address stipulated in the Contract. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, on the date upon which the postal receipt is signed by the recipient; if by facsimile or other electronic means, on the date on which it was successfully transmitted, and if in person, on the date of delivery.

9. TERMINATION FOR CONVENIENCE

- 9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
- 9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
- 9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose

services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.

- 9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 10.1.1 the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
 - 10.1.2 the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2 If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister

deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.

- 10.3 Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.
- 10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be govern by section 9.

11. RECORDS TO BE KEPT BY CONTRACTOR

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2 The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3 The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.

- 11.4 The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.
- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. CONTRACTOR STATUS

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.

- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.

14. WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.
- 14.2 The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

- 15.1 No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise there from.

16. AMENDMENTS AND WAIVER

- 16.1 No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.
- 16.2 No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

17. HARASSMENT IN THE WORKPLACE

- 17.1 The Contractor acknowledges the responsibility of the Minister to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.

- 17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.
- 17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.
- 17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8 If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9 The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10 The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1 Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 18.2 Unless instructed otherwise under the supplementary conditions, all right, title and interest relating to Intellectual Property conceived or developed in performing the

work under the Contract shall vest in and remain the property of the Contractor except that if the Contractor independently declares that it has no intention or capability of commercially exploiting the said Intellectual Property, the ownership of such Intellectual Property shall vest in Canada.

- 18.3 The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. PAYMENT BY THE MINISTER

- 19.1 Applicable when the Terms of Payment specify PROGRESS Payments.

19.1.1 Payment by the Minister to the Contractor for the Work shall be made:

- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
- ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed,

Whichever is later.

- 19.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

19.2 Applicable when the Terms of Payment specify payment on COMPLETION.

19.2.1 Payment by the Minister to the Contractor for the Work shall be made within:

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or
- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

19.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendar day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

20.1 For the purposes of this Section:

"Average Rate" means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

"Due and payable" means an amount due and payable in accordance with the Contract; and

"Overdue" means an amount that is unpaid on the first day following the day upon which it is due and payable.

20.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest

on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

20.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

20.4 The Minister shall not be liable to pay interest on overdue advance payments.

21. SCHEDULE AND LOCATION OF WORK

21.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

21.2 If the Work is performed at locations other than DFO's offices, the time schedule and location of Work shall be in accordance with the Contract.

22. MINISTER'S RESPONSIBILITIES

22.1 The Minister will provide support, guidance, direction, instruction, acceptances, decisions and information as required under the Contract.

23. CERTIFICATION - CONTINGENCY FEES

23.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.

23.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.

23.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

23.4 In this section:

23.4.1 "contingency fee" means any payment or other compensation that is contingent

upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

23.4.2 “person” includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

24. PRICE CERTIFICATION

24.1 The Contractor certifies that the price/rate shown in the Contract has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include any provision for discounts or commissions to selling agents.

Section 24 is applicable only in sole source contracting situations.

25. LUMP SUM PAYMENT – WORK FORCE REDUCTION PROGRAMS

25.1 It is a term of the Contract that:

25.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. INTERNATIONAL SANCTIONS

26.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the

following regulations implement economic sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

- 26.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.
- 26.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

27. OFFICIAL LANGUAGES

- 27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

28. ENTIRE AGREEMENT

- 28.1 This Contract constitutes the entire agreement between the parties respecting the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are expressly incorporated by reference into the Contract.

29. ENVIRONMENTAL CONSIDERATIONS

- 29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 29.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.

- 29.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Oceans's Standing Orders, Policies and Procedures relating to environmental protection.
- 29.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 29.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.

30. HEALTH AND SAFETY

- 30.1 The Contractor shall be responsible for the health and safety of all persons involved in the performance of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.

31. CONFIDENTIALITY - SECURITY AND PROTECTION OF THE WORK

- 31.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a license) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.

- 31.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- 31.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 31.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. "F5211-130121", and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 31.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 31.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 31.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.

32. THE CODE OF CONDUCT FOR PROCUREMENT

- 32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

32.2 For further information, the Contractor may refer to the following PWGSC site :
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

APPENDIX "B"
TERMS OF PAYMENT

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with Article 7 of the OFFER OF SERVICES/CONTRACT FORM.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of all work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 9 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Invoices are to be submitted in duplicate, quoting Contract/File No. **F5211-130121** the Contractor's GST/HST Registration Number and the Financial Coding to the following address:

(to be completed upon contract award)

5. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

6. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

Prince Edward Island	OP-10000-250
Manitoba	390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

Quebec Sales Tax (QST)

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

7. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the

Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

7.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

7.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

7.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

7.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

APPENDIX "C"
STATEMENT OF WORK

Statement of Work encompasses the following attachments:

Signature Sheet

Language of Preference

Cleaning Contract Terms of Reference and Conditions

Cleaning Equipment Required For Our Cleaning Contract

Communication, Cost, Salaries and Labour Breakdown

Cleaning Firm's Statement of Qualifications

Quotation Supplement

Cleaning Task Schedule

Quad Cleaning

Drawings

PLEASE COMPLETE AND RETURN

We hereby offer to Her Majesty the Queen in Right of Canada, as represented by DFO, to furnish all necessary labour, materials, equipment, and other things, necessary to execute in a careful and workmanlike manner, the services described in the Statement of Requirement.

We have informed ourselves of, and will comply with, the conditions relating to the work to be performed and are thoroughly familiar with the specifications and all terms and covenants of the following documents:

- **Statement of Requirement**
- **General Conditions**
- **Terms of Payment**

Contractor Name and Address:

Tel. No.: _____

Fax No. : _____

GST/HST No. _____

Name and title of person authorized to sign on behalf of the Contractor:

Name: _____

Title: _____

Signature: _____

Date: _____

NOTE: This form MUST be returned with your bid. Failure to do so will result in disqualification of your proposal and will receive no further consideration

VEUILLEZ REMPLIR ET RETOURNER

Par la présente, nous offrons à sa Majesté la Reine, du chef du Canada, représentée par le MPO, à fournir la main-d'oeuvre, le matériel, l'équipement et les autres articles nécessaires pour exécuter, avec soin et selon les règles de l'art, les services décrits à l'énoncé du travail.

Nous nous sommes informés des conditions d'exécution du marché, nous nous engageons à les respecter au complet, et nous connaissons à fond toutes les exigences techniques, les conditions et les engagements établis dans le dossier de l'appel d'offres qui composent les documents suivants:

- **Énoncé du travail**
- **Conditions générale**
- **Modalités de paiement**

Nom et adresse du fournisseur :

N^o de tél.: _____

No de télécopier: _____

No. de TPS/TVH: _____

Nom et titre d'une personne autorisée à signer les documents au nom du fournisseur:

Nom: _____

Titre : _____

Signature : _____

Date : _____

NOTE: Ce formulaire DOIT ETRE remis avec votre soumission. Si ce n'est pas le cas, votre soumission sera rejetée et cessera d'être prise en considération.



PLEASE COMPLETE AND RETURN

Please indicate below the language of your choice for all written and verbal communication in regards to tenders.

a) Written Communication:

English

French

b) Verbal Communication:

English

French

Signature: _____

Date: _____

Name and Address:

NOTE: This form MUST be returned with your bid. Failure to do so will result in disqualification of your proposal and will receive no further consideration

VEUILLEZ REMPLIR ET RETOURNER

Veillez indiquer ci-dessous dans quelle langue vous désirez recevoir toute communication écrite et de vive voix concernant des soumissions.

a) Correspondance écrite:

Anglais

Français

b) Communication verbale:

Anglais

Français

Signature: _____

Date: _____

Nom et adresse:

NOTE: Ce formulaire DOIT ETRE remis avec votre soumission. Si ce n'est pas le cas, votre soumission sera rejetée et cessera d'être prise en considération.



Fisheries and Oceans
Canada

**FISHERIES AND OCEANS,
NANAIMO, BC**

**Cleaning Contract
Terms of Reference and
Conditions**

Company Owner: must sign and initial this page and initial each page of Section 'A' and 'B'.
Proposed Cleaning Supervisors: must sign and initial this page and initial each page of Section 'A'.
By doing so, all confirm that they have read understood and agree to comply with the applicable Terms of Reference and Conditions.

In the event that a change in supervisory personnel takes place the Contractor must submit their signed copy of Section 'A' of these Terms of reference and Conditions to the Site Authority.

Contractor Owner Name (print) _____ **Signature:** _____

Cleaning Supervisor Name (print) _____ **Signature:** _____

Cleaning Supervisor Name (print) _____ **Signature:** _____

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____

TERMS OF REFERENCE AND CONDITIONS

Any provided documentation is in English 'only' and does not include translation.

The following information and/or documents must be submitted by the Bidder and will form an integral part of the evaluation process.

Mandatory Documentation:

1. Your Company's current, local Municipal Business License. (Nanaimo, BC)
2. Your Company's current WCB number and Assessment Clearance Number and a copy of the Bidder's clearance letter.
3. Your Company's pay and benefits package for your personnel (identify pay and benefits for each position level – Eg. Worker, Cleaning Supervisor)
4. Your Company's Charge out Rates for Additional Work.
5. A copy of the Fisheries and Oceans Sidney BC, Cleaning Standards document and Section 'A' of the Terms of Reference and Conditions with the printed names and initials on the front page and each page initialed as read and agreed to comply with by you the owner and your proposed Cleaning Supervisor(s) as identified in your Bidder's Statement.
6. A copy of the Fisheries and Oceans Nanaimo, BC, contract section 'B' of the Terms of Reference and Conditions with your printed name and initial on the front page of the document and each page of section 'B' initialed as read and agreed to comply with by you the owner.
7. A written statement signed by you the owner, that you have read, understood and are prepared to comply with all of our conditions of this contract inclusive of all that you offer including wages, benefits and further you ensure that for all your employees working on our site you will have submitted current WHMIS and Universal Precaution certificates, have trained them in all our site cleaning requirements including our Cleaning Standards and Quad cleaning prior to billing us for their performance hours.
8. Your Company's Quad Cleaning Inspection report template for our site. It must include all the specific tasks related to the QUAD cleaning daily and all monthly requirements as outlined in the cleaning standards and the terms of reference. Include the function and the accompanying standards number.
9. Your Company's schedule - excluding floor work, for the entire site cleaning tasks that are to be carried at a frequency of monthly or greater.
10. Your Company's uniform policy that will meet DFO requirements and be implemented at the DFO site in accordance with Page 13/15 in the Fisheries and Oceans, Sidney, BC Cleaning Contract Terms of Reference and Conditions
11. Your Company's statement of qualifications document included in the bid package complete with all the requested attachments and certificates.
12. The DFO 'Cleaning Equipment' document which must provide us a **detailed list** of all the major and minor equipment that will be provided to and for our site in the delivery of our contract requirements. None of the equipment is optional however some pieces of equipment are left for you to select and your selection must comply with our written requirements. Where applicable and you decide on an alternative selection you must provide written substantiation of your selections equivalency to our written requirements with your bid.
13. The DFO, 'Quotation Supplement' form which will provide us a **detailed list** of all of the **supplies/products** that will be provided to and for the site in the delivery of our contract requirements

Please understand that if you fail to provide all of the above documents your bid cannot be considered any further in this evaluation process

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

The following information and/or documents must be submitted by the Bidder and will form an integral part of the evaluation process.

Rated Documentation:

The following requirements will be individually evaluated based on a total of 200 points. Each item listed below will be rated on scale. The maximum points for each item are noted.

1. Your provision of References relating to the scope of this requirement. **(Maximum Points: 35)**
2. DFO's cleaning requirements are 'state of the art'. DFO has incorporated microfiber cleaning methods for floors and surfaces, the elimination of spray bottles other than for carpet spotting as well as state of the art equipment including the use of microfiber specific cleaning carts. Describe in writing how we will see your cleaning staff clean a 'quad' assigned 'carpeted floor' office space, on the third week of every month using our technology on a **'Quad cleaning day'**. Do not leave out any steps in the process. Include all equipment supplies and products. **(Maximum Points: 25)**
3. Your Company's written site 'Quad' cleaning schedule proposal. Your proposal must reference groups of room numbers and not reference any building name. Do not include any other space. Only include space which is clearly designated as Quad and color coded green in color on the provided drawings **(Maximum Points: 25)**
4. Cleaning Supervisor's years of experience in the janitorial field (Provide documentation clearly exhibiting the Supervisor's years of experience). **(Maximum Points: 20)**
5. Company's years of experience in the janitorial field (Provide documentation clearly exhibiting the Company's years of experience). **(Maximum Points: 20)**
6. Your list all the cleaning items (include tools, products etc) we will find on the cleaning cart on any given cleaning day. **(Maximum Points: 20)**
7. A copy of your Company's (*instructions from other sources is not acceptable*) training instructions, include full step by step written 'procedures' as they relate only and specifically to the requirements (including products) as outlined in our, 'Fisheries and Oceans Sidney Current cleaning Standards' included in this bid package for :
 - Shower cleaning system/ procedure
 - Office Desk cleaning
 - Blinds cleaning
 - Rodent and Foul Dropping cleanup
 - Refrigerator and surrounding cupboards cleaning
 - Carpet spotting (Based on our cleaning standards. Include product name, dilution, equipment, supplies and process. **(Maximum Points: 30)**
8. The Quality of Proposal – The overall quality of the proposal (written communication, organization, presentation, comprehensiveness) **(Maximum Points: 40)**

Contractor owner initial: _____

Proposed Cleaning Supervisor's initials: _____

Proposed back-up Cleaning Supervisor's initials: _____

DEFINITIONS:

DFO: Department of Fisheries & Oceans

Site: The buildings and grounds of the Pacific Biological Station, 3190 Hammond Bay Road, Nanaimo, BC.

Cleaning Supervisor: The Cleaning Supervisor that supervises all cleaning personnel on Site on a given shift.

Designated Site Authority: DFO Supervisor Buildings & Grounds, Facility Manager or any position designated by these two positions.

DFO Supervisor: DFO Supervisor Buildings & Grounds

Commissionaire Supervisor: The Commissionaire Supervisor is the primary Commissionaire on shift at a given time. They are located on the 1st floor of the Taylor building during business hours. After hours, they perform patrols.

Contractor: The Owner of the Contracting entity to which DFO awards the Contract for Janitorial Services.

Contracting Authority: DFO's Contracting Officer

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____

SECTION 'A'

DETAILS RELATED TO SITE FLOOR PLANS

Have been provided, and colour coded by means of a 'cleaning symbol legend' identifying the areas requiring cleaning. The site drawings may not be accurate to scale however the overall square footage is correct. Floor coverings are subject to change as areas are upgraded.

GREY

No access or requirement for regular cleaning.

YELLOW – Wednesdays: Start 3:30 PM

Special Laboratories – Floors, waste and dispenser servicing only, supervised by the lab staff. All labs are to be cleaned every Wednesday. Project work may be pre-scheduled or assigned to the summer project work schedule.

BLUE – Daily – Monday to Friday

Includes weekly and monthly rotational work which may, as stipulated, be on weekends. Daily cleaning includes total compliance with the site current Cleaning Standards document and the Daily cleaning task schedule. Project work will be pre-scheduled or assigned to the Summer Project Cleaning Months.

Note: Elevator - There is one elevator and it is located in the Taylor building.

Note: All sides of glass that is easily accessible from a standing position is to be cleaned weekly and/or maintained to the standard and this includes the ledges, frames and the removal of cobwebs litter etc.

GREEN - Quad cleaning areas – pre-scheduled on Tues. Wed. Thurs. or Friday and must be carried out at the front end of the work shift starting at approx. 5PM.

On either a Tues. Wed. Thurs. or Friday (where a Quad day is designated as a statutory holiday) the 'Quad' schedule will be adjusted by the DFO Supervisor.

'Quad' cleaning is specially designed to reduce the gross dust and soil load of inadequate cleaning and involves the client in maintaining their personal workspace. It requires detail cleaning and must be started at 5PM to enable reasonable lighting and adequate time after completion for the Cleaning Supervisor to inspect and deal with any deficiencies that requires immediate attention.

'Quad' cleaning includes the detailed cleaning of the 'Quad' scheduled assigned space.

'Quad' cleaning includes total compliance with the site current Cleaning Standards document and the site 'Quad' Cleaning Task Schedule.

Quad cleaning includes but is not limited to: germicidal cleaning of all touch plates, push bars, light switch plates, and telephones. Spot cleaning and vacuuming of any fabric wall coverings, vacuuming of all fabric furniture. Vacuuming of carpet wall to wall, washing of cleared desks or if not cleared all exposed areas, washing of all clear areas of cabinets and book shelving, washing of all other washable surfaces. All washable surfaces include but are not exclusive to chair legs and wheels, sides of desks, glassed pictures, and white boards.

(Light Yellow)

Site Supervised- by the manager responsible or designate and must be cleaned between the hours of 3 pm and 4:30 pm. Included as a Quad cleaning area – either Tues. Wed. Thurs. or Friday. Project work will be treated in the same manner as the Quad cleaning.

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____

QUAD MONTHLY ROTATIONAL WORK

Week-#1 *Where Glass can easily be accessed from a standing position the Interior and Exterior (including all interior partitions with glass) and ledges. This includes the removal of cobwebs, litter etc.

Week #2- All blinds cleaned and all cloth verticals vacuumed.

Week #3- Clean all surfaces of washable partitions, vacuum fabric partitions, etc.

Week #4-Wash radiator covers and baseboards

Week #5- Dust all overhead exposed pipes, I-beams, junior beams, etc.

Cleaning tasks required on a less frequent basis will be, for the most part, scheduled throughout the year .They may be pre-scheduled, may be on Mondays, weekends and/or during occupant absences (on vacation)..

QUAD CLEANING DESCRIPTION OVERVIEW

Quad cleaning is a cost effective and quality focused approach to provision of cleaning services. It ensures cleaning is undertaken in a methodical and organized manner. (no repetition and minimized error). It combines thorough daily cleaning and rotational cleaning of each quad designated area. It enables the maintenance of a high quality cleaning standard while eliminating daily unproductive and unnecessary repetitive cleaning (eg. cleaning telephone mouth/ear piece and cradle, vacuuming wall to wall and spot cleaning of carpets, vacuuming and spot cleaning of all fabric furniture, all high dusting (doors, frames, picture frames, ledges etc.) and furniture washing (all surfaces). When the office or area is detail cleaned it is cleaned ceiling to floor and nothing is left unclean. All cleaning is done using clean microfiber cloths and no re-dipping of cloths in solutions is needed. There are no spots on carpets or furniture etc. Other than those specific functions that are scheduled throughout the month on the Quad cleaning day, all the rotational and daily work is done correctly, thoroughly and on schedule. It is carried out early in the shift to allow time for the Cleaning Supervisor to inspect and immediately rectify any cleaning deficiencies. Proper vacuuming, rather than dust mopping is undertaken.

Quad cleaning is to be performed by skilled and skilled cleaners using good quality equipment and cleaning products that work as designed. There is no time for repeats and there is no place for trainees as primary cleaners (i.e.: Trainees may observe and practice but are not be unsupervised). Backpack vacuuming is preferred. All cleaning is done wet by applying solution to cloths. No spray cleaning is allowed. To ensure no transfer, cloths are not to be carried from one area to another. New cloths with fresh solution are to be used for each area and function.

Customer Buy-In

The Client/Occupant plays a role as well. No Quad system will work without the buy-in of the Client/Occupant. They are responsible for:

- Clearing their desk in preparation of the once a week washing of all surfaces
- Removing any waste from inside their enclosed office or workstation to either a central pick-up area or the common corridor if they want it picked up between cleanings. The next day they can return their empty basket to their enclosed office or workstation.
- Promptly reporting deficiencies following their cleaning day to the DFO Supervisor Buildings & Grounds.

Supervision

The Cleaning Supervisor can concentrate on the Quad and daily areas and therefore has more time to inspect and ensure total compliance.

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____

CLEANING EXCLUSIONS FROM THIS CONTRACT

- Carpet Maintenance program requiring a separate and professional firm that specializes in the work
- Fabric cleaning maintenance program requiring a separate and professional firm that specialized in the work
- High level window cleaning for the glass that is not accessible from a standing position requiring a professional firm that specializes in the work
- Plant (live) care requiring a professional firm that specializes in the work
- Grounds Maintenance - other than litter pick-up and cleaning of all entrances (including Loading Docks) and exits to main sidewalks.
- Off site cleaning of Venetian blinds and fabric verticals
- Off site cleaning of fabric draperies

SPACE EXCLUSIONS FROM THE CLEANING SERVICE

Unless supervised, and pre-scheduled, the following spaces are excluded from the cleaning service:

- Electrical rooms
- Mechanical rooms
- Secured storage unless supervised cleaning is provided.

ADDITIONAL CONDITIONS OF THIS CONTRACT

ACCESS

Access keys to all site areas to be cleaned will only be provided to authorize Contractor personnel holding a security pass. **Keys are picked up and surrendered to the Commissionaire daily. Any vehicles, bags (other than a small purse) or containers being brought onto or leaving the site must be made available for inspection by the Commissionaires upon request.**

ADDITIONS TO THE SCOPE OF THE WORK

Additions to the scope of the Contract may be added to the Contract at the discretion of the Buildings and Grounds Supervisor. The rate applied will be that of the '*charge out rate*' as stipulated in the Bid and in keeping with the work required. Where additional work requires specialized equipment rental from third parties or for consumable items used in the execution of the work, the Contractor will be reimbursed at the direct third party invoice cost with no mark up. There will be no rental charges paid for the use of Contractor's equipment on the site for execution of work in the Contract.

BUILDING DESCRIPTIONS

Have been provided. Updates/changes to the building descriptions and plans may occur from time to time and will be provided when this occurs.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

CLEAN

The term 'CLEAN' in most applications throughout these Fisheries and Oceans Nanaimo Cleaning Standards means the wearing of disposable gloves and the use of separate microfiber cleaning cloths, which have been soaked in the appropriate product. Upon saturation with the solution, wring, fold, use each side on one surface only and once all surfaces have been used, the cloth is to be set aside for laundering and under no circumstances is the cloth to be reused, or used in any other space, until it has been laundered and dried. In areas where a telephone is present it must be cleaned first. Cleaning for the most part is to be accomplished by the application of physical hands-on friction cleaning. No paper towels may be used in the cleaning operations. **The use of Trigger Sprayers is NOT permitted** for the regular cleaning duties. Trigger sprayers are permitted for removing carpet spots.

CLEANING CLOSETS (CC)

There are presently 8 cleaning closets throughout the site. Taylor-1st, 2nd and 3rd. Clemens-1st, 2nd, and 3rd. Annex-1st and 2nd. Whitmore-1-in the boiler room, Brett (to be designated). Space and space for the washer and dryer will be designated.

CLEANING HOURS AND DAYS

All cleaning hours are identified as start work times and do not refer to arrival times. The cleaning hours are to be continuous and are restricted, other than in case of pre-approval or in the case of an emergency. Cleaning hours are as follows:

Monday to Friday

Start Time: 3:00PM

End Time: 11:00 PM.

Statutory Holidays

On the Employment Standards Act 10 recognized statutory holidays: (excluding the 10th being Christmas Day where there is no scheduled work) the cleaning hours are:

Start Time: 9AM

End Time: 1PM.

Any other access must be requested in writing from the DFO Supervisor and prior written approval must be communicated in advance of the access.

CLEANING INSPECTIONS

The Cleaning Supervisor is required to inspect all daily work in accordance with our cleaning standards and task schedules with emphasis on the quad cleaned areas to ensure daily compliance. Contractor supplied, signed, and completed Inspection reports are to be completed and left in the DFO Supervisor Office daily for the first month of the contract and then as stipulated by the DFO Supervisor .

CLEANING SCHEDULES

Within 10 days following the contract award the successful Bidder is required to have in place detailed cleaning schedules encompassing all cleaning requirements for each area. These schedules must accurately reflect all of DFO's cleaning requirements as outlined in the DFO Cleaning Task Schedule as well as the DFO Cleaning Standards **These schedules must be POSTED in the applicable cleaning closets and must be designed to allow the cleaning staff to check off their duties as completed.** Copies of all schedules are to be provided to the DFO Supervisor.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

CLEANING STANDARDS TERMS OF REFERENCE AND TASK SCHEDULES

These documents have been established to outline the services and expectations of the work required for the site and form the major reference documents where any issues of non-compliance arise. The Cleaning Supervisor and all employees must be issued their own copy of the DFO's current Cleaning Standards, Section 'A' of the Terms of Reference and the Task Schedules. Each Cleaning Supervisor and all employees of the Contractor must be trained to perform their required duties and agree to comply with DFO's Standards.

COMMUNICATION

It is a requirement that all janitorial personnel that work on site, for any length of time, be able to receive and carry out written and verbal instructions in English, carry out requests that fall within the contracted agreement, immediately relay any site issues that they observe or result from their activities, such as: flooding, building security problems, plumbing needs, etc. Furthermore, it is mandatory that all janitorial personnel be trained in all aspects of professional cleaning, be familiar with the site and with all DFO standards and procedures associated with the janitorial contract. Spot checks by the DFO Supervisor will be undertaken to ensure compliance of these communications requirements.

The contractor must supply a contact name and phone number in order for the provision of emergency and after hour services on a 24-hour basis. The contractor must supply a means of contact with the onsite supervisor during cleaning hours so that if it becomes necessary to contact the supervisor, he or she may be located quickly. (Cell phone is preferred but a 2 way radio may be accepted if proven reliable)

The owner of the company must arrange a regular monthly meeting with the DFO Supervisor.

COMMUNICATION BOOK

A Communication Book in the DFO Supervisor's office is to be used to report issues of a non-emergency or non-urgent nature (eg. cleaning issues, supply issues, etc...) and to document, after they are resolved, any emergency or urgent issues that were reported.

Any emergency issues or any issues that require urgent or immediate attention, using good judgment, should be immediately raised to the attention of the on site Commissionaire Supervisor during non-standard site operating hours (Outside of 8am-4pm) and to the DFO Supervisor during regular site operating hours. This may include, for example, **observed** flooding, security system failure, door or window failures, damage to the building, etc...)

All monthly contract requirements such as window cleaning, loading dock pressure washing, scheduled refrigerator interior should also be documented here.

CONSTRUCTION CLEAN UP AND AREAS OF MINIMAL USE

Reasonable construction clean up in any area is expected as part of the contract. Reasonable is defined as any residue which could be vacuumed up or wet cleaned using conventional methods and falls within the assigned contract and standards description. Areas within the buildings which are seldom used must be maintained in a clean and usable condition (a minimum of monthly). The DFO Supervisor will advise when areas seldom used, are going to be used and it is a requirement that these spaces be clean and ready for occupancy, cleaned every day of use and comprehensively cleaned after the use ceases.

CONSTRUCTION PLANS AND EXPECTED CLEAN-UP

You will be advised if there are any plans to replace any existing carpet with alternate flooring products or any plans to re-fit any of the areas that fall under the Contract. Where construction changes are made this contract includes the 'client occupancy clean' function.

Client occupancy clean will not preclude any cleaning of surfaces/items not listed but will include:

- High cleaning of all ledges, light channels, lens covers and the fixtures themselves.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

Pacific Biological Station, Nanaimo, BC, Department of Fisheries and Oceans
Terms of Reference and Conditions

- Removal of all labels, stains, spots, marks, dust and soil from all impacted surfaces.
- Cleaning of any impacted exterior and interior glass, frames and flashing.
- Cleaning of all mirrors, hardware, walls, stainless steel, chrome, porcelain, enamel, plastic laminate, and electrical fixtures.
- The Scrub/strip, seal and finishing of the floor covering in accordance with our provided products, procedures and systems.

Prior to occupancy the contractor in cooperation with the DFO Supervisor will verify that the entire work as it relates to the impacted space is cleaned to the DFO Cleaning Standards.

ENERGY CONSERVATION

The Contractor is expected to limit energy consumption by establishing efficient work patterns and by turning electrical equipment off and lights out when not required.

EQUIPMENT AND EQUIPMENT MANUAL

The Contractor must maintain a manual on all major equipment serial numbers etc. on site and this manual must be placed in *Cleaning Room #2641 in the Hydrographic Wing*. Equipment pre-approved and used for the site on a regular basis must remain on site at all times. Any equipment removed for repair and replaced for an interim period must be recorded in the Cleaning Contract communications book in the office of the DFO Supervisor.

EQUIPMENT ON SITE

Other than equipment listed as provided by DFO for use in cleaning operations, no site equipment, such as giraffe ladders, may be used without the express permission of the DFO Supervisor. In carrying out the work, the Contractor must plan to provide all basic minor equipment including ladders, brooms etc.

FLOOR WORK

DFO supplies the sealer/floor finish products for the site and all floor work must meet DFO's standard. As and when required, the floors may need to be stripped and refinished. To attain expected results and ensure the correct method of stripping and the correct application of our sealer and finish is applied, training may be requested of our Supplier. The scheduling of stripping and refinishing requires coordination with the DFO Supervisor to avoid any Client/Occupant disruption. Once finished you are required to maintain the floor surfaces to the Cleaning Standards. Providing the floors are maintained properly there is no need to expect that any of these refinished floors will require stripping over the remaining expected years of this contract.

LOST AND FOUND

The Contractor's staff shall return any found articles on site to the Commissionaire Supervisor prior to the end of any shift.

MEALS AND ASSIGNED BREAKS

Any and all food and drink (other than water) consumption during any scheduled break must take place in the cafeteria or the adjoining patio. No coffee or food consumption is permitted in any other space at the Site. Microwave access is available in the cafeteria for staff use however no other cooking of meals is permitted on the site.

MICROFIBER

It is a mandatory requirement of the site that color-coded Microfiber cleaning cloths including the chamois style for glass and window cleaning are used. White terry cloths may only be used in the tamping process for fabric and carpet spotting procedures. Other than in the Shops where a looped, launderable wet mop may be required the requirement of dry and wet mopping is to be carried out using I Mop Microfiber dry and wet pads. No cloths or pads are permitted to be re-dipped in any cleaning solution. All must be set aside and laundered after use. Disposable rags are to be provided for cleaning of vinyl.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

NO SUB-CONTRACTING

Other than those services offered and approved at contract acceptance, no other sub-contracting of services are permitted without the express written permission of the Designated Site Authority.

NON SMOKING AREAS

Smoking is prohibited in all buildings and structures. Smoking on the site grounds are governed by Federal Treasury Board Guidelines. Specific designated smoking areas have been established and must be adhered to. Provision of a site plan showing these locations will be provided following the contract awarding process.

PAPER PRODUCTS AND SUPPLIES

Paper products provided by Fisheries and Oceans are not permitted for use in any cleaning procedures and must not be left stacked in any areas other than assigned space.

PLANTS

No care of plants living or otherwise is required under this contract.

PRODUCTS AND SUPPLIES - PROVIDED

Fisheries and Oceans will supply the following supplies for distribution/installation by the contractor's staff throughout the site:

SUPPLIES

Toilet tissue
Tampons
Paper towels
Plastic bag liners for the site waste and recycling receptacles.

PRODUCTS for the sole use at the site. Wherever possible these chemicals will be dispensed through a pre-approved controlled dispensing system or process throughout the site. The Cleaning Supervisor will ensure adequate product using the same process as outlined for the supplies.

- Germicidal detergent- Ultra Sept 885
 - Sanitizer-food safe - cafeteria use
 - Detergent-light duty -'Cleaner Conditioner'
 - Detergent-heavy duty- Ultra Chem Heavy duty detergent
 - Foam hand and body soap for installed dispensers- showers if provided.
 - Foam hand soap for installed dispensers
 - Hand sanitizer for installed dispensers
 - Temp Paste cleaner - stainless steel, counters etc.
 - Carpet spot cleaning dilute at 1-10-Clean
 - Floor stripper - Ultra Chem
 - Neutralizer- Ultra Chem
 - Floor Sealer-Ultra Chem
 - Floor Finish-Ultra Chem
 - Urinal maintainers – where needed
 - Disposable flat/wet use pads (if required for specialty lab cleaning
-
- Waterless Hand Cleaner-cleaning vinyl (Permatex from Acklands)
 - Urinal maintainers – where and only if needed

The Cleaning Supervisor will submit a written requisition to the Designated Site Authority at least 2 weeks in advance to ensure adequate supplies to the site.

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____

Pacific Biological Station, Nanaimo, BC, Department of Fisheries and Oceans
Terms of Reference and Conditions

The Cleaning Supervisor must maintain current on-site records of all chemical and paper product distribution, by building, throughout the site.

The Cleaning Supervisor must maintain current, on site, records of all floor work. The date, product name, number of coats of sealer, finish and scrub and re-coat records.

Under no circumstances can any of the site or contractor supplied cleaning chemicals/products be stored in other than 'approved' designated space. All approved spaces must contain a MSDS binder with all of the current MSDS on all and only for chemicals therein stored or dispensed.

Under no circumstances may a Cleaning Supervisor or employees of the Contractor bring any of their own cleaning products or supplies onto the site. Should this situation arise, the person will be refused entry to the site and be replaced immediately.

Under no circumstances may the Contractor, a Cleaning Supervisor or an employee of the Contractor, remove any DFO provided products, supplies or equipment from the Site. Should this situation arise, the person or persons will no longer be granted access to the Site and the DFO Supervisor will request immediate and permanent replacement of the individual or individuals involved. A criminal investigation will be initiated in all such circumstances.

RESTRICTIONS TO THE SITE

The designated Site Authority has the site responsibility to determine whether any person will be permanently restricted from the site for performing in a less than professional manner or who is unable to demonstrate a working knowledge of our contract requirements including but not restricted to our Quad cleaning process or our Cleaning Standards. Restriction may also be applied to any Contractor Personnel that does not have current required certificates e.g. WHMIS / Universal Precautions/Fall Arrest.

SAFETY

The Workers' Compensation Board of British Columbia requires all workers to be knowledgeable of all workplace hazards and the precautions that must be taken to ensure that safe work practices are maintained. It is the **responsibility and cost to the Contractor** to ensure that its employees receive **annual training and instruction certificates in W.H.M.I.S. and Universal Precautions** and that employees are equipped with appropriate tools, clothing and spill clean up supplies so that they can work in a safe and healthy manner. In addition to the general safety precautions that normally accompany the work, employees may also be at risk of exposure to rodent and foul droppings. It is also a requirement that Contractors' staff are current in their knowledge of safe practices regarding the first aid procedures for metal/needle sticks, as set down by the British Columbia Centre for Disease Control.

SECURITY

It is a **general** requirement of Fisheries and Oceans Sidney BC that access to the site will be restricted to the Janitorial Contractor and its personnel who have been security cleared to a level acceptable to DFO. With the exception of a statutory worker for Special Events cleaning hours, all workers are required to appear in person at the Commissionaire Supervisor's office at the main gate with the site Cleaning Supervisor when signing in and out. Each will be supplied with and sign for (Cleaning Supervisor must initial) keys and security pass. All personnel must wear picture ID, uniforms bearing the Janitorial Contractor's name (contractor's cost) and leave their emergency contact information with the Commissionaire Supervisor (including their names, addresses, phone numbers and emergency contact information.)

Following the initial start up, in the case of an emergency where a non-security cleared person is required as substitute to provide cleaning services, they may be given temporary and restricted permission by the Designated Site Authority. Such authority will not exceed one shift. These individuals will be provided with a temporary contractor's building pass. They will not be given keys, security pass or radio. Persons admitted under the one-day process must always work within earshot of the Cleaning Supervisor.

Neither printed or copied written material, nor recyclable materials are to be removed from the site by the Contractor or their employees.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

Pacific Biological Station, Nanaimo, BC, Department of Fisheries and Oceans
Terms of Reference and Conditions

Failure to comply with any of these Security terms will be considered a breach of contract and a breach of security and will be treated as such and will be fully investigated and addressed accordingly.

SITE ORIENTATION

Fisheries and Oceans Sidney BC will provide the required site safety orientation to all personnel of the successful bidder. Any new personnel that arrive on Site following the initial safety orientation will undergo a safety orientation and a time scheduled by the DFO Supervisor and will not commence working on Site until this orientation has been completed.

SPECIAL FUNCTIONS / HOURS

From time to time specific Site areas may hold 'Special Functions' requiring an adjustment in the scheduled cleaning hours. The Designated Site Authority will provide adequate notice to the Cleaning Supervisor who will arrange for the adjustment of the affected working schedules start and completion time. Where additional staffing and hours are required these will be arranged for by the Cleaning Supervisor and billed as an extra using 'the charge out rate'.

SUPERVISION

A qualified Cleaning Supervisor must be on site during all regular and weekend cleaning hours. This person must be a representative of the Contractor, have the ability to supervise in a professional manner and the authority to carry out and rectify any and all cleaning concerns/deficiencies related to this contract on a daily basis.

The Cleaning Supervisor must be provided with a cell phone and respond to site communication within five (5) minutes. For the safety of the cleaning personnel, all must be provided with, at a minimum, a suitable vibrating pager and the ability to communicate with the Cleaning Supervisor. Should an emergency occur where a Contractor's personnel has to leave the site for any reason. They must first be processed through the Commissionaire Supervisor at the main gate.

TELEPHONE ACCESS

Personal Use of desk top Phones is not permitted.

TRAINING

It is understood that, from time to time, there may be a need to have new cleaning personnel on Site and that these personnel will require some on-site-training. The Designated Site Authority will make the appropriate arrangements to permit new cleaning personnel access to the Site however the Cleaning Supervisor must first provide proof of WHMIS and Universal Precautions Certificates. The new personnel must be trained at the Contractor's expense.

All trained Contractor Personnel carrying out the regular cleaning duties on site must be able to execute in a professional manner all of the cleaning procedures as outlined by the contract and meet the Site Cleaning Standards using the professional products, supplies and equipment in the manner to which they were intended.

Provision of all required training certification are mandatorily documented in the Bid Submissions.

In each subsequent year of the contract, the Contractor must provide the W.H.M.I.S. and Universal Precaution re-training certificates for all staff assigned to the Site and for the **window cleaning assigned worker a current Fall Arrest certificate must be provided.**

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

UNIFORMS

It is a requirement of the Contract that the Contractor supply and ensure that all persons carrying out the work wear clean suitable uniforms displaying the Contractor's name.. All other clothing must be clean, suitable for the work, and be neat in appearance. All footwear will be closed in and comply with any WCB requirements related to the work.

VACCUMS

All vacuums are to be operated using the contractors supplied disposable paper bags and once no more than 1/2 full must be replaced and the used bags placed in the appropriate external waste holding container while fabric filters therein are to be maintained clean and if able to be laundered, shall be *laundered every Friday*.

W.H.M.I.S. COMPLIANCE

The Contractor and all of its personnel must at all times be WHMIS compliant. The contractor is responsible to provide M.S.D.S. sheets on all products used by Contractor Personnel on the Site regardless of who provides the products, and to maintain all sheets in binders identified as M.S.D.S. in all areas where any products are dispensed/stored.

WASHROOM/LOCKER ROOM

Access is prohibited from these areas at any time they are in use.

WASHER AND DRYER LOCATION

DFO currently provides a space that houses a washer and dryer for the Contractor's use. Should this situation change for any reason, the Contractor may be required to purchase a set **FOR ITS OWN USE**. No cleaning cloths, mops/pads etc. may be left in a wet condition in the DFO provided machines over a shift as there are other users of the machines. Laundry product and dryer balls (no bleach or fabric softener) are to be supplied by the contractor. Dryer balls are required for enhancing the drying process and are cost effective. No chemical sheets or softeners can be used to aid in the drying process.

WASTE

The contractor is responsible for ensuring that any and all waste generated during the cleaning operation is disposed of in accordance with the directions of the DFO Supervisor. Neither printed or copied written material, nor recyclable materials are to be removed from the site by the Contractor or their employees.

WORK BENCHES

Nothing is to be touched, moved or tampered with on DFO work benches. The surrounding areas and underneath are to be kept clean. Any standing mats are to be maintained on the surface and underneath.

Contractor owner initial: _____ Proposed Cleaning Supervisor's initials: _____
Proposed back-up Cleaning Supervisor's initials: _____

SECTION 'B'

AIM OF THIS CONTRACT

The aim of this contract is to engage a Janitorial Contractor who is capable of providing the technical expertise, management, supervisor, workforce, pre-approved and listed materials, tools, products and equipment (except as supplied by DFO) necessary to provide professional cleaning services such that all spaces assigned to be cleaned within this contract are well maintained, clean and hygienic.

ADDITIONS TO THE SCOPE OF WORK

Additions to the scope of the contract may **only** be added by way of an addendum initiated by the DFO Supervisor and authorized by the Contracting Authority. For fixed additions the rate applied will be that of the hourly rate including benefits as stipulated in the bid and in keeping with the work required. For any short-term temporary additions or deletions to the cleaning services, the rate applied will be that of the '*charge out rate*' as stipulated in the bid. Where additional work requires the rental of specialized equipment from third parties or for Contractor items needed in the execution of the work, the Contractor will be reimbursed at the direct third party invoice cost with no mark up. There will be no rental charges paid for the use of Contractor's equipment on the site for execution of work in the contract.

CHARGE OUT RATE

The '*charge out rate*' as stipulated in the bid must include all benefits.

CLEANING EXCLUSIONS FROM THIS CONTRACT

- A Carpet Maintenance Program requiring a separate and professional firm that specializes in the work.
- A Fabric Maintenance Program requiring a separate and professional firm that specialized in the work
- Grounds Maintenance- other than litter pick-up and cleaning of all entrances and exits to main sidewalks where they exist, including loading docks etc.

CONTRACT COMMITTED PERSONS AND HOURS

The bidder is responsible to set the numbers of persons required to meet the schedules, performance and standards of this contract. It is expected that the persons on site will work shifts which represent the full cleaning hours 'start to finish' as stipulated in the Hours of Work section and to be given the appropriate breaks according to current Labour Standards.

Failure to meet the cleaning hours and requirements on any given day must be rectified by providing the equal and additional hours the next cleaning day. Further, any changes to the committed persons/hours must be pre-approved by the DFO Supervisor.

Where the bidder does not supply the per week person hours as committed and where no adjustment has received approval, the Designated Site Authority will without warning deduct the reductions as liquidated damages, to cover the value on non-performance of work at the \$ per hour based on the contractor's '*charge out rate*'.

Should there be a continuance of shortage of manpower/hours over any given month disciplinary action up to and including termination of the contract will be enacted.

MONTHLY BILLING SUBMISSIONS

- The monthly billing submissions must include the following:
- The total hours of regular cleaning work, rate of pay and benefits
- The total hours of Supervision, rate of pay and benefits

Failure to submit the hours/requirements will delay the approval billing until the requirement has been satisfied.

Contract owner Signature: _____

Contractor owner initial: _____ **Proposed Cleaning Supervisor's initials:** _____
Proposed back-up Cleaning Supervisor's initials: _____



Fisheries and Oceans
Canada

FISHERIES AND OCEANS

Nanaimo, BC

Cleaning Equipment

Required For Our Cleaning Contract

INDEX

Equipment Required For our Cleaning Contract	Page 3
Cleaning Carts	Page 4
Back Pac Vacuum	Page 4
Canister Vacuum- LABS	Page 5
Pile Lifter	Page 5
Automatic Floor Scrubber	Page 6
Small Automatic Floor Scrubber	Page 6
Indoor / Outdoor Sweeper	Page 7
Wet/Dry Vacuum	Page 7
Low Speed Floor Machine	Page 7
High Speed Floor Machine	Page 8
Chemical Control System	Page 8
Grout Cleaning Tool	Page 8
Wall Washing Equipment	Page 9
Wet Floor Cleaning System	Page 9-10
Dry floor cleaning systems and Microfiber duster	Page 11
Washer and Dryer	Page 11
Bidders Proposed Equipment List	Page 12-13

Equipment required for Our Cleaning Contract

It is very important that in establishing our task schedule that attention is given to equipment, which needs to be included in our cleaning contract.

There are a number of factors we have considered, however, our requirements in no way limits you the bidder as to the numbers of each item(s) nor to having additional items of equipment that has not been listed, but rather it spells out the quality and standards we expect in the carrying out of our cleaning needs.

Some of the options we have taken into consideration:

- Do we want any of the listed equipment options to be new and why?
 - Ours is a scientific site and while a number of our buildings are older the work carried out is very prestigious.
 - We are open to the public so we do not want to see old worn equipment used.
 - By demanding 'as new' equipment it's your way of guaranteeing that the equipment will meet current specifications.
 - To be sure that all bidders are on the same, bidding field' for equipment.

Where we specify **NEW** equipment then all firms bidding must bid new. There is no leniency for instance for you the bidder to say your particular piece of equipment is only 6 months old, new is new, new is not used or 1, 2 or 6 months old. Where we state new we will be asking for proof of purchase after acceptance of the bid and before start up. Periodic checks will be made to ensure that the equipment is in fact on site and as specified.

Where we allow for any equipment that is not brand new such as large purchase items such as an auto scrubber, burnisher, slow speed scrubber and wet vacuum we will accept either brand new or not more than the age we have stated and that age must be provable by providing proof of purchase and the serial number, the manufacturer, supplier, model, year.

All equipment purchased or supplied to our site must be CSA/ULC approved and be equipped with resilient bumpers and non-marking wheels. Equipment is subject to inspection at any time and if found defective shall be replaced immediately.

CLEANING CARTS - FOR OUR MICROFIBER CLEANING PROCESS - NEW



A requirement for our complex. The recommended carts are Rubbermaid, able to hold tools and accessories including cloths, pads etc. (both clean and soiled) to make a Microfiber cleaning process effective. There are a variety of acceptable models available however the most commonly acceptable styles are the plastic easy to clean body style.

In buildings where stairs are the only access or where cleaning closets do not exist, a carry device containing toilet cleaning caddy, microfiber cloths and squirt bottles of solutions will have to be proposed and implemented.

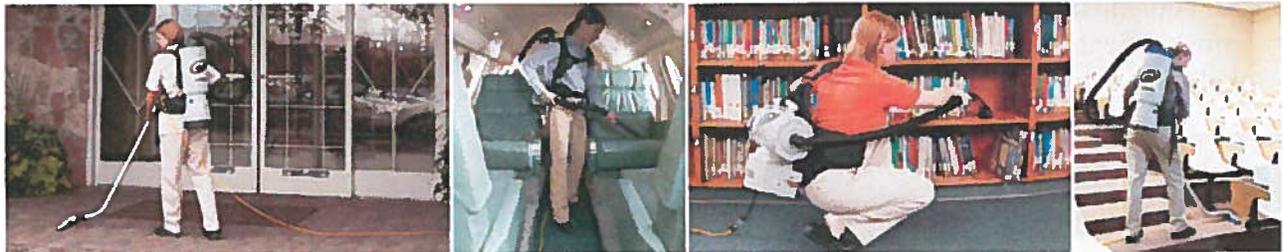
BACK PAC VACUUM – Not more than 1 year old – good, clean condition



We have spent a lot of time examining the issues surrounding vacuuming. Filtration and debris containment have been our main focus.

We are permitting the use of Back pac vacuums for the cleaning of our facility.

The accessory tools and the double walled disposable paper bag filter are mandatory. Every dry vacuum must have them, be in use and they must be with the vacuum on the site during all cleaning times.



Must be equipped with **sidewinder hard floor tool with nylon brush**, upholstery, drapery, crevice, duster brush and carpet tool. The recommended Quiet Pro, or its equivalent, in numbers sufficient to provide daily service to all scheduled space.

CANISTER VACUUM – Labs -NEW



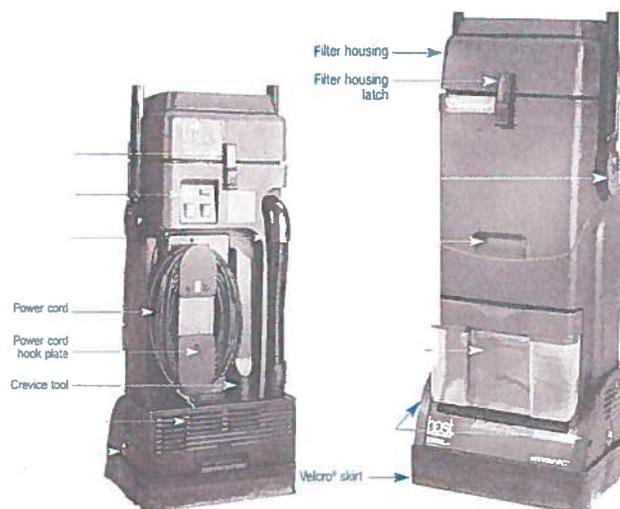
As shown or equivalent. Complete with all brush multi surface tool, and must be micro-filter rated at 99.995% standard filtration system (“Not Hepa”) at 0.3µm rating in microns, a double walled paper bag filter must be used. Must be complete with tools to vacuum upholstery, drapes, corners, edges, etc.

Canister vacuums are required for vacuuming in the labs prior to floor washing. Back pac vacuums cannot be used in the labs due to the possibility of accidental contact with counters and their contents.

UPRIGHT PILE LIFTER VACUUM -NEW

An Upright pile lifter vacuum use for monthly carpet maintenance is required for our site. It is required that all carpets that can be accessed easily be pile lifter monthly. This may not be possible in the 24hr. operational area due to the noise factor (to be determined) however it is implemented for the rest of the buildings space wherever carpet/matting exists.

A good quality pile lifer such as the ‘Host Liberator’ complete with Zebra brushes or equivalent plays a very important role in our cleaning program. While the ‘Host Carpet Cleaning’ program is not permitted the ‘Liberator’ meets our requirements as a pile lifter.



AUTOMATIC FLOOR SCRUBBER- Not more than 3 years old –good clean condition



In the scheduled cleaning of our hard floor surfaces, which includes corridors, loading bays and large open areas, an auto scrubber is required to be used daily to dispense and scrub cleaning solution then in the same or additional pass, vacuum up the cleaning solution with the aid of a built in squeegee. The size you choose will be based on the width of the areas to be cleaned in the most efficient way possible. We will provide on site storage. The Advance Adfinity, 20"-24" (pictured here) is a traction drive offering on board detergent dispensing and a high level of productivity.

SMALL AUTOMATIC FLOOR SCRUBBER- NEW



The Advance Micromatic 14" scrubber or equivalent is required for this contract. It is to be used in **cleaning the floors of the Bret building**. Because of the sensitivity of the work carried out in the Bret building this machine cannot be used/transported to any other cleaning application within the complex. If removal from the site for servicing is required it must be pre-arranged with the Supervisor of Buildings and Grounds.

INDOOR / OUTDOOR SWEEPER – NEW



A SmartVac or cord electric equivalent is required for vacuuming areas such as quarry tile and the exposed aggregate in the main foyer as well as for, weather permitting, the exterior patios. The Micromatic 14E is cord electric, so it is ready to operate at all times. Simple controls make it easy to operate. Rugged construction assures the dependability with downtime being minimal. This is not only a thoroughly efficient cleaning machine but economical as well.

WET/DRY VACUUM – Not more than 3 years old - good clean condition

A good wet/dry vacuum is a requirement for your wet floor cleaning operations. The alternative is to pick up solution with a mop and continually wring it in a floor pail, a method that is not only labor intensive but also does not provide quality results and is therefore unacceptable.

In the dry mode a lot of wet/dry vacuums do not meet our filtration standards and therefore in the dry mode can only be used for exterior services, such as the exterior of entrances etc.

LOW SPEED FLOOR MACHINE @175-300 rpm – Not more than 6 years old –good clean condition



Most low speed floor machines are similar in performance with some offering different features than others. The low speed floor machine has a variety of uses and our requirement is that you have clean and well maintained machine in this category on site.

The low speed machine is to be used for floor maintenance such as scrubbing smaller hard floor areas and in the process of removing any floor finish etc.

HIGH SPEED BURNISHER FLOOR MACHINE – Not more than 3 years old-good clean condition



We require you to use a high speed burnisher with a brush or pad rotation of 2.000 rpm or greater. We will not permit a propane burnisher.

The amount of hard floor to maintain with a high gloss finish on its surface determined our need for you to own and have this piece of equipment on site at all times.

CHEMICAL CONTROL PROCESS / SYSTEM – NEW

Chemical control dispensing systems are mandatory in all cleaning service rooms where we have provided sinks.

You are free to recommend the type of chemical dispensing or process and arrange with our approved supplier for the installation and or set up. We do this so that by having the local supplier provide/install the dispensing system or process we have assurance of;

- Maintenance of the dilution control process
- Consistency of the approved products being used and at the correct dilution
- Continuation of the dispensing irrespective of who has the contract to clean for us.

GROUT CLEANING TOOL -NEW

9-1/2" Grout Scrub Brush-Blue –by Atlas Graham

Brush - Grout - Scrub - 9 1/2" - Blue Built for surface maintenance, features a swivel connector and very firm bristles that are trimmed to a point for maximum cleaning efficiency. The block is constructed with thickened co-polymer polypropylene that is shock, distortion and crack resistant. Polyester filaments have a high melt point, low water absorption factor, excellent tensile strength and good brushing characteristics. The tufts are secured with stainless steel staples.



WALL WASHING EQUIPMENT – Not more than 3 years old –good, clean condition

There are a number of systems available including the iMOP system.

The most functional wall washing equipment for small wall washing operations are small pad, pad holder and pole combination such as the Geerpres unit. The Microfiber process is working well on a wall wash system so you can also propose the system you prefer however final approval rests with us.



Geerpres
Wall washing
system

WET FLOOR CLEANING SYSTEM – I-Mop or an approved equivalent (a gravity feed system will not be acceptable) - NEW



NEW TECHNOLOGY

Easy Grip Activator Slight downward motion on top handle activates patented spray mechanism dispensing 5 ml stream of cleaning solution directly to the floor.

Comfort Grip High density rubber grip provides operator with excellent control over mop head movement. **Heavy Gauge Steel Shaft** Provides an extremely strong, light weight frame. Total weight 2 lbs. with reservoir empty. 4 pounds with reservoir full. Integrated 24 oz fluid reservoir covers 3228 square foot floor space without re-filling. Semi-translucent tank is calibrated for visually checking solution levels. Suitable for refilling from a 24 oz refill bottle or dilution control hose. PressureEasy snap off, push on reservoir cap remains fixed to the mop frame when open preventing loss of parts. **Adjustable Nozzle** Operator controls solution flow, output volume and direction. Ball and socket joint rotates to set spray height. Positioned high above mop head for exceptional chemical coverage on floor. **16.5 Inch Aluminum Mop Head** 16.5 x 3 inch solid aluminum mop head. Double lock connector design. Provides full rotation for traditional reverse figure 8 mop patterns.

The Integrity Microfiber Mop System offers a completely new delivery tool for all green cleaning programs.

The movement towards green cleaning is gaining significant momentum as major manufacturers respond to ever increasing market demands. The growing awareness of the harmful effects of traditional cleaning compounds is driving a process to change to cleaning products that are significantly less harmful to the facility, cleaning personnel and the environment. A problem occurs when new green chemicals are used with standard mopping equipment. Wringer buckets and string mops were designed to support traditional cleaning methods, mostly “swamping” the floor with water and powerful chemical surfactants to remove the soiling. Your return on investment in purchasing green chemicals is negated by the amount of product required to fill a 2 gallon wringer bucket and the amount of

product wasted by dumping the residue water down the drain. The old technology does not support the new "software".

Integrity Mop Green Benefits

With the goal of "providing improved cleanliness with less effort and cost", the breakthrough features of the Integrity Mop have been designed to support and simplify daily maintenance operations and provide operators with a professional tool that magnifies the benefits of a green cleaning program.

Integrated Fluid Reservoir

Significant reduction in the volume of chemicals is required for standard floor cleaning tasks. Reduces water consumption as well as lowering the amount of water and chemicals introduced into sewage system. Completely enclosed system provides no off gassing of chemicals as found in open bucket systems. No chance for bucket tipping and flooding of the floor.

Fully Integrated Pump Dispenser System

Improved ergonomics reduces operator fatigue and muscle strain from handling heavy string mops and stressful wringer bucket procedures.

New Operator Controls

Adjustable nozzle and fully pressurized dispensing provides ability to clean of areas that are difficult to access with standard mop equipment. This includes both horizontal and vertical surfaces.

Multi-Function Color Coded Microfiber Pads-

Significant improvement is both soiling retention and water absorption. Provides improved cleanliness with less water remaining on the floor .Reduces slip and fall risks. Improves hygiene by designating separate cleaning pads for high contamination areas such as laboratories.

Reduced Chemical Usage with Improved Results

Utilizing only 1/3 ounce cleaning solution (1:64) per reservoir, the Integrity Mop covers over 3000 square feet of floor space before refilling. Only untainted cleaning solution is applied to the floor. Soiled bucket water and unused chemicals are completely removed from the cleaning process.

DRY FLOOR CLEANING SYSTEM – I-Mop or an approved equivalent



Telescoping Steel/Aluminum Pole

Pole: SteelInner Pole: Aluminum

Adjustable Height: 35 to 58 inch

Solid Aluminum Mop Head 20 x 3.25 inches. *Connectors Full Rotation Connectors Reliable C-Ring Plus Over-Lock Cap Locking Mechanism. Multi-Function Pads Rolled leading edge provides high performance dust functions as well as sweep functions.*

Integrity Microfiber Dry Dust and Sweep Pads

70/30 Blend Polyester/Polyamide Nylon

High grade split microfiber manufactured in Korea.

High density tufted terry construction. 6 ml foam inserts. Full Velcro backing.

Length 20.5 inches. Width 5.5 inches. Dry Weight 3 oz.

Rounded corners with polypropylene piping. "No Touch" strap for removal without contacting pad.

Up to 500+ washing cycles under normal operating conditions.



36 & 48 inch Conversion Kit

for wide hallways.



WASHER AND DRYER – New

The site will provide the water, electricity and required hook-up. The washer and dryer must be new and adequate for the washing and drying of all cleaning cloths and floor pads including the washable finish mops required to be used on the site.

Containers for the storage of the clean laundered cloths, mops etc. must be new and provided

FISHERIES AND OCEANS, BIOLOGICAL STATION, NANAIMO BC

BIDDERS PROPOSED EQUIPMENT

In addition to the specifically specified Equipment the Bidder acknowledges that alternative and/or other major and minor equipment may be required for this contract. The Bidder proposes the following equipment will be acquired so as to not hinder the cleaning requirement or schedule (from, whenever possible, a local supplier, with local maintenance available) as equivalent to or in addition to carry out all of the work as outlined in the Fisheries and Oceans Biological Station, Nanaimo BC, Cleaning Standards.

Include all sizes, tools and attachments.

State whether it is a proposed equivalent or in addition to:

#'S	NAME	MODEL/Year/ tools and attachments	Local SUPPLIER	COST
	e.g. Proposed equivalent to: e.g. Proposed addition to:			

#'S	NAME	MODEL/Year/ tools and attachments	Local SUPPLIER	COST
	e.g. Proposed equivalent to: e.g. Proposed addition to:			



Fisheries and Oceans Canada

COMMUNICATION, COST, SALARIES AND LABOUR BREAKDOWN

The Contractor shall provide sufficient labour and supervision to adequately perform, oversee and ensure that all of the work that is outlined in this contract is carried out.

With the exception of the spot cleaning of carpet, fabric dividers and fabric furniture the carpet maintenance program including the extraction of the Carpets, Fabric Dividers and Fabric Furniture is not included in the contract. Based on; the detailed requirements of the work in accordance with this contact which includes the current Cleaning Standards and the cleaning requirements as listed in the supplied documents, the contractor supplied products, supplies, minor and major equipment the bidder submits the following breakdown which if accepted forms part of the conditions of the award.

In assuring that the contracted wages as accepted in the bid are being paid for the work, the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC reserves the right to, at any time, request the Contractor to provide related payroll records. The contractor to the satisfaction of the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC will immediately rectify any discrepancies in pay.

In assuring that the contracted hours are being provided as accepted in the bid, the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC will access the Security time records (sign in and out) which will be considered to be true and accurate. At any time throughout the contract that discrepancies in hours are noted, **ALL**, at the discretion of the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC, may be deducted from the month(s) billing and will be deducted at the rate as set by the Contractor for the Charge Out Rate.

Space adjustment allowance \$ 0._____ per square foot per week will be implemented at any time and for any duration of a week or more where Pacific Biological Station Nanaimo BC wishes to decrease or increase the area to be cleaned.

FIRST YEAR INDIVIDUAL COSTS BREAKDOWN

*Note: There will be no work scheduled on the 10 recognized statutory holidays.
HOWEVER: The BC Statuary holiday in February is not recognized by the Government of Canada and cleaning will be required.*

REGULAR CLEANING HOURS MONDAY –FRIDAY

Exclude the 10 recognized statutory days and unpaid breaks in the following calculations

PER CLEANING DAY Monday to Friday 3pm – 11pm inclusive

_____ # of full time staff excluding the supervisor

Daily Hrs. _____ x Rate excluding benefits \$ _____

Daily Hrs. _____ x Rate including benefits \$ _____

of staff _____ times Rate (including benefits) \$ _____ week = \$ _____ monthly based on _____ work days per month.

.....
TOTAL WEEKLY CLEANING HOURS (excluding project work and supervisory hours) _____ x
Rate _____ (including Benefits), \$ _____ week = \$ _____ monthly based on _____ work days per month.

Exclude statutory days and unpaid breaks in the following calculations

3- SUMMER PROJECT CLEANING- persons May 1st-August 31st. any additional project cleaning staff required will be determined by the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC. Project cleaning - Monday to Friday 6AM – 2PM.

4 MONTH rate based on a 5 day workweek excluding the 3 recognized statutory days \$ _____

Daily Hrs. _____ x Rate excluding benefits \$ _____

Daily Hrs. _____ x Rate including benefits \$ _____

4 months Rate _____ (including Benefits), \$ _____ week = \$ _____ based on _____ work weeks excluding the 3 recognized statutory days which fall within these 4 months \$ _____ year

.....

FIRST YEAR CLEANING COSTS INCLUDING BENEFITS

TOTAL SUPERVISORY COST PER MONTH \$ _____

TOTAL CLEANERS COST PER MONTH \$ _____

CONTRACTORS SUPPLY and PRODUCT COST PER MONTH \$ _____

CONTRACTORS MAJOR EQUIPMENT COST PER MONTH
Pro- rated over the expected 3 year length of the contract \$ _____

CLEANING CONTRACT COSTS PER MONTH \$ _____

TOTAL CLEANING CONTRACT COST SUBMISSION FOR THE INITIAL CONTRACT YEAR

Sub-total \$ _____

Transfer the total amount, including profit, to page one of the Tender and Acceptance page

CHARGE OUT RATES

Please note that throughout the entire term of this contract the charge out rate will be the rate used when calculating any deficiencies in the work that may have occurred under this contract. The Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC reserves the sole right to calculate the time necessary to perform the tasks to the desired standard required when a deficiency is identified and not corrected by the assignment of additional hours and in the time specified.

1 st year of contract per hour Charge out Rate for Supervision including benefits	\$ _____
1 st year of contract per hour Charge out Rate for Cleaning Staff including benefits	\$ _____
1 st year of contract per hour Charge out Rate for Project Cleaning Staff including benefits	\$ _____

COST SUBMISSION FOR FIRST YEAR CONTRACT EXTENSIONS

Optional Year Extensions are subject to the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC requesting in writing to the Contracting Authority for implementation, and may not be implemented if the work received has in any way been unsatisfactory.

TOTAL CLEANING CONTRACT COST SUBMISSION FOR THE FIRST YEAR OPTION

Sub-total \$ _____

Transfer the total amount, including profit, to page one of the Tender and Acceptance page

Provide a separate written explanation if cost increase or decrease from the first years contract.

Please provide the hourly rate and benefit rate planned increases in \$/cents for all individual job categories.

CHARGE OUT RATES

Please note that throughout the entire term of this contract the charge out rate will be the rate used when calculating any deficiencies in the work that may have occurred under this contract. The Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC reserves the sole right to calculate the time necessary to perform the tasks to the desired standard required when a deficiency is identified and not corrected by the assignment of additional hours and in the time specified.

1 st option year per hour Charge out Rate for Supervision including benefits	\$ _____
1 st option year per hour Charge out Rate for Cleaning Staff including benefits	\$ _____
1 st option year per hour Charge out Rate for Project Cleaning Staff including benefits	\$ _____

COST SUBMISSION FOR SECOND YEAR CONTRACT EXTENSION

Optional Year Extensions are subject to the Buildings and Grounds Supervisor of Pacific Biological Station Nanaimo BC requesting in writing to the Contracting Authority for implementation, and may not be implemented if the work received has in any way been unsatisfactory.



TOTAL CLEANING CONTRACT COST SUBMISSION FOR THE SECOND YEAR OPTION

Sub-total \$ _____

Transfer the total amount, including profit, to page one of the Tender and Acceptance page

Provide a separate written explanation if cost increase or decrease from the second years contract.

Please provide the hourly rate and benefit rate planned increases in \$/cents for all individual job categories.

2 nd option year of contract per hour Charge out Rate for Supervisor including benefits \$ _____
2 nd option year of contract per hour Charge out Rate for Cleaning Staff including benefits \$ _____
2 nd option year of contract per hour Charge out Rate for Project Cleaning Staff including benefits \$ _____



Fisheries and Oceans
Canada

**CLEANING FIRM'S
Statement of Qualifications**

**For
Pacific Biological Station
Nanaimo BC**

CLEANING FIRM'S QUALIFICATION STATEMENT

Date _____

Name of Bidding Firm: _____

Address to which notices/payments are to be sent: _____

Phone # _____ Cell # _____ Fax # _____ Internet _____

Address _____ Postal Code _____

We are a stand-alone company and the principal Officers / Directors and/or Partners (Active Inactive or Silent) in the business are/not Residents of British Columbia. **Please print:**

Name	Res. BC	Name	Res. BC
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Number of licensed years of the Company in the cleaning business _____.

Workers' Compensation Board Firm Number: _____

Assessment clearance letter number: _____

Number of Persons you Employ: _____ Full Time: _____ Part Time: _____

While providing the work, will a conflict be created of interest either for or between you and Fisheries and Oceans Canada or the Pacific Biological Station, Nanaimo, BC _____.

It is hereby acknowledged and understood that it is the contractor's responsibility to educate and train their staff and to only provide to the site those staff who are competent in the proper and effective use of products, procedures and equipment to meet and maintain Pacific Biological Station, Nanaimo BC, current Cleaning Standards and contract requirements of which they will be completely familiar.

Describe your employee-training program:

In the event of an Award, list your Full Time Supervisor, authorized representative for the work site: Name _____ how long employed by you _____

Describe technical background and experience; **provide copies** of certificates including W.H.M.I.S.

Proposed Supervisor's Signature

I hereby certify the above information is true and correct.

Signature: _____ Date: _____

The expertise and technical knowledge of the site Supervisor is considered paramount to the successful delivery of the work. If determined necessary in the assessments of the bids are you prepared to have your Supervisor provide a detailed respond in writing to their technical knowledge of the work as outlined in this contract and our Cleaning Standards

YES NO (Circle)

What level of security clearance is presently held: _____ date issued _____. Security clearance is a requirement therefore security clearance must either be already held or applied for before the bid submission.

I am providing _____ records to substantiate salary and proof of full time employment.

In the event of an Award, list your Relief Supervisor, authorized representative for the work site:

Name _____ how long employed by you _____

Describe technical background and experience; **provide copies** of certificates including W.H.M.I.S.

Proposed Supervisor's Signature

I hereby certify the above information is true and correct.

Signature: _____ Date: _____

The expertise and technical knowledge of the site relief Supervisor is considered paramount to the successful delivery of the work. If determined necessary in the assessments of the bids are you prepared to have your Relief Supervisor provide a detailed respond in writing to their technical knowledge of the work as outlined in this contract and our Cleaning Standards. **YES**
NO (circle)

What level of security clearance is presently held: _____ date issued _____.

Security clearance is a requirement therefore security clearance must either be already held or applied for before the bid submission.

I am providing _____ records to substantiate salary and proof of full time employment.

In the event of an Award, list 4 of the employees you would be proposing for the work site:

NAME _____ how long employed by you _____

Provide a detailed description of the Technical Background, Experience and list the certificates held: _____

What level of security clearance is presently held: _____ date issued _____

NAME _____ how long employed by you _____

Provide a detailed description of the Technical Background, Experience and list the certificates held: _____

What level of security clearance is presently held: _____ date issued _____

NAME _____ how long employed by you _____

Provide a detailed description of the Technical Background, Experience and list the certificates held: _____

What level of security clearance is presently held: _____ date issued _____

NAME _____ how long employed by you _____

Describe Technical Background and Experience _____

What level of security clearance is presently held: _____ date issued _____

PLEASE NOTE:

The expertise and technical knowledge of the proposed worker is extremely important to the successful delivery of the sensitivity of the work involved. If determined necessary in the assessments of the bids your proposed staff may be required to provide a response in writing to their technical knowledge of the work as outlined in this contract and our current Cleaning Standards.

References of three cleaning contracts that I presently hold which in my estimation as the owner of this Company are representative of the cleaning expectations of the Pacific Biological Station, Nanaimo, BC:

1. Client Contact Person: _____ Tel: _____
Building Name _____
Address: _____

Square Footage Area Cleaned: _____ Date of Service from _____ to _____
Extent of cleaning service provided: _____

2. Client Contact Person: _____ Tel: _____
Building Name _____
Address: _____

Square Footage Area Cleaned: _____ Date of Service from _____ to _____
Extent of cleaning service provided: _____

3. Client Contact Person: _____ Tel: _____
Building Name _____
Address: _____

Square Footage Area Cleaned: _____ Date of Service from _____ to _____
Extent of cleaning service provided: _____

I hereby certify that the information attached and contained herein is understood, true and correct.

Signature of Company Owner _____



Quotation Supplement

To be completed and submitted with the Tender

The site supplied cleaning chemicals from our approved supplier, Acme Supplies, are listed in the 'Terms of Reference'. The site also supplies all dispenser products including paper, sanitary dispensed supplies as well as plastic liners.

The Bidder will supply those products and supplies not specifically listed and those selected by the Bidder 'from our approved supplier', must meet the specifications/requirements as outlined in our current Cleaning Standards that form part of this contract.

For all chemicals proposed **include the MSDS (Material Safety Data Sheet)** on each.

PRODUCT /SUPPLY	BRAND NAME	SUPPLIER
Plexiglas/Lexan Cleaner	_____	_____
Toilet Bowl Urinal Cleaner (No-hydrochloric or hydrofluoric acid)	_____	_____
Exterior window cleaning	_____	_____
Extendible Microfiber Dusters, washable (for high and low ledges)	_____	_____
Chamois-for window cleaning	_____	_____
Cleaning cloths-Microfiber	colour-use _____	_____
Color-coded for functions	colour-use _____	_____
	colour-use _____	_____
	colour-use _____	_____
Cleaning Cloths-Terry for carpet Spotting	_____	_____
Flat wet use floor pads- Microfiber	_____	_____
Flat dry use floor pads- Microfiber	_____	_____
Finish mop (looped, silk)	_____	_____
Wall washing mops-Geerpres Wallmate Tie on head or?	_____	_____
Tamping cloths-White For carpet spot removal	_____	_____
Toilet Bowl swabs-Acrylic	_____	_____
Toilet bowl caddy	_____	_____
Toilet bowl cleaner	_____	_____
Ashtray sand	_____	_____
Paper bags for sanitary refuse	_____	_____
Washroom Odor counteractant-pump spray	_____	_____
Safety Signage	_____	_____

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Quad Cleaning

Quad cleaning is a combination of daily and rotational cleaning of any given office space. It allows you to maintain a high quality of cleaning standard while eliminating daily unproductive and unnecessary repetitive quick yet never complete cleaning. There has to be a buy in by the client, as they are not going to for instance have their waste collected more than once a week. They must buy in and agree to take their wet waste to a central area and if their waste is full between cleaning for e.g. to set it out in the corridor and return it to their desk side the next day.

Setting Up for Quad Cleaning

Take any building of most any size. Determine those cleaning functions, which must be done daily. Do not leave anything out for e.g. include: copy rooms, elevators, common areas, switchboard areas, cafeterias, food dispensing areas, coffee stations, water fountains, main entrances, children's' areas, first aid/medical areas if used, meeting rooms and classrooms if used, staff and public washrooms (not private ones) stairwells (check).

Divide the floor area into 4 equal parts. Each of the four areas is thoroughly cleaned once a week. There is no room for error and no repeating of the work.

In the Quad Area

All commonly referred to as daily and rotation cleaning must be done for e.g. cleaning telephone, mouth/ear piece and cradle, vacuuming and spot cleaning of carpets wall to wall, vacuuming and spot cleaning of all fabric furniture, all high dusting (doors, frames, picture frames, ledges etc.) , all furniture washing (all surfaces), all window coverings cleaning/vacuuming, interior glass is clean. When the office or area is detail cleaned its cleaned ceiling to floor there is nothing left unclean. There are no spots on carpets etc. In other words all the rotational and daily work is done.

One time per week Quad Cleaning

- Provides best value solutions and service delivery which contributes to our customers' success while meeting their needs
- Creates a partnership between the Customer and Contractor or Service Provider
- Combination of daily and rotational cleaning for each designated area per floor which would include a thorough weekly cleaning of each quadrant.
- Project work can be scheduled throughout the year on Fridays.
- Customer knows their cleaning day
- Space is detail cleaned providing higher quality and improved customer service
- Project cleaning can be scheduled over the 12 month period for each quadrant.

Cleaning Service Provider By-In

- Work is organized
- All cleaning done using clean cloths (no re-dipping of cloths in solutions)
- Vacuuming is done rather than dust mopping
- Cleaning is done thoroughly and done right
- no room for error, no repeating of the work
- True Team approach-all employees working together

Customer by- in

- The customer plays a role as well. No Quad system will work without a complete buy-in by the Customer.
- Clear their desk in preparation of the once a week washing of all surfaces
- Will have to remove their waste from inside the office to the common corridor for pick-up between cleanings. The next day to return their empty basket to their office.
- Promptly report deficiencies following their cleaning day.

Advantages of Quad Cleaning

You will need fewer workers but the workers you need have to be skilled and well trained. Equipment must be good quality and the cleaning products must work the first time, there is no time for repeats. Dry mopping is exchanged for vacuuming and backpack vacuums are preferred. All cleaning is done wet, no spray cleaning and no cloth is carried from one space to another, a clean cloth with fresh solution is used for each area.

The real plus is for the client:

- When their office / space is cleaned its done thoroughly and done right and visible.
- Private washrooms are done when that office is done.
- Waste removal no longer is the focal point as to whether someone feels his or her office has been cleaned or not.
- Rotational cleaning never gets left undone.
- There is no build-up on carpet edges, flooring etc. as it received the attention due.
- Washrooms (depending on the number) are maintained spotless.
- Where the stat. holidays create a 4 day week the project work day goes unscheduled. If there were two stats. in a given week then two quad areas would have to be covered in one day or one of them moved and the client notified. The schedule is based on a compulsory four-day work week and there is no room for change while projects can be scheduled every week with a fifth work day.

Inspections

- Completed for the common areas
- For the Quad areas only the area that was completed the night previous
- Project work Inspected on Mondays
- All errors or omissions must be rectified the same night using additional hours.

Cost Savings

There are real cost saving related to cleaning and when you add the Quad concept. You have a reduced cleaning to once a week for the **Uncommon areas** but when they are done they are done right. Clients quickly get to know their cleaning day. Clients are co-operative about making sure their desk is clean as they know the cleaner will not be back for a week. Any person who locks the cleaner out or turns them away is noted in the communication book however they go without for the week.

Inspections

Inspections become more detailed as the area to be inspected are the common areas and the quad from the night before as well as any scheduled project work. If there are any concerns regarding the project work or the quad from the night before those have to be addressed the next night and addressed over and above the staff required to do the regular quad and common area work.

Advantage to the Contractor and the Client

The contractor needs less staff however they are able to employ the staff they need for full shifts rather than a few hour here and there.

Training becomes more valuable and there is greater likelihood that the employee will stay with the firm.

The building has cleaning staff every night to cover emergencies.

The spaces are detail cleaned. There is leeway no hit, miss or rush through it cleaning scheduled or permitted.

The client is guaranteed a good cleaning service as scheduled.

Laboratory - Specialized

Material and Equipment

Disposable gloves

For Hard Surfaces:

- 1- Flat mop unit containing the approved product
- 1- Dry Vacuum, 0.3% rating in microns

Cleaning Supplies and Chemicals

- * - plastic liners
- dispenser supplies including, foam hand soap, hand sanitizer

***amounts are determined by need**

NOTE: Vacuuming dry flooring **IS** permitted where posted while Dry mopping or broom sweep sweeping is **NOT** permitted in a Laboratory.

NOTE: it is absolutely forbidden to touch door handles with nothing other than bare hands.

NOTE: it is essential that disposable gloves are worn while inside of a specialty lab.

Vacuums must be complete with an all brush multi surface tool, and must be micro-filter rated at 99.995% standard filtration system ("Not Hepa") at 0.3% rating in microns, a double walled paper bag filter must be used.

NOTE: With the exception of cleaning and refilling paper, soap and hand sanitizer dispensers, cleaning staff are NOT permitted to clean or come within 12 inches of specialty laboratory work counters including sinks.

Daily Cleaning Procedures

1. To avoid any error in waste handling the lab staff set waste to be disposed of outside the lab in the adjacent hall. Remove waste, clean all surfaces and replace liners.
2. As soon as you enter the lab put disposable gloves on.
3. Clean all exterior and interior surfaces restock all dispensers.
4. To avoid bumping a counter etc. Any chairs that require cleaning are removed from the lab, cleaned and returned.
5. Providing floor is dry and permission is posted vacuum floor wall to wall.
6. After posting "Wet Floor" sign outside the lab
7. Proceed to flat/wet mop entire floor area (using a standard or disposable flat mop as directed by the signage).
8. Floors must remain in a wet state for several minutes to allow effective pH balanced quaternary germicidal detergent action.
9. Remove and dispose of gloves.
10. Touch door handle and exit.

Laboratory - Specialized

Project Cleaning Procedures

These procedures are carried out by a determined need frequency and only if there is no testing being done in the laboratory and the head of the labs has given permission. Additional equipment may be required.

1. Clean windows.
2. Wash washable walls.
3. Wash light fixtures/lenses and diffusers.
4. Wash air vents.
5. Take down, professionally clean window coverings. wash tracks, frames, cords, etc. re-install.
6. Wash washable ceilings.
7. Wash all surfaces of washable furnishings.
8. Deep clean all vinyl surfaces.

Note: Most highly sensitive and specialized labs do not permit a floor finish application therefore it is important that pre-approval is given to ensure that the procedure and products being applied meet approval.

OR

After safely securing the area, auto scrub all floor surfaces, using pH balanced detergent solution. Follow a complete scrubbing process with a (scrub) neutralize rinse followed by two clean cool water rinses using a wet vacuum or auto scrubber to pick up the applied solutions. Once the floor is completely dry, if using a floor surface protectant, re-coat the wear areas.

OR

Where a situation exists that requires the removal of all floor surface treatment

- Machine strip, (scrub) neutralize rinse followed by two clean cool water rinses using a wet vacuum to pick up the applied solutions. Once the floor is completely dry (seal only if the floor is very porous) apply using a silk mop or lambswool applicator, a minimum of four coats of finish to the floor covering.

**APPENDIX "D"
CERTIFICATIONS**

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature

Date

2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award, or within the time specified in the RFP, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of Contract may result in the re-evaluation of the proposal. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

Signature

Date

3. STATUS OF PERSONNEL:

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply. During the proposal evaluation, the Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Bidder fails to comply with such a request, its proposal will be considered non-compliant.

Signature

Date

4. CERTIFICATE OF INDEPENDENT BID DETERMINATION:

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:

- (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- vi) the Bidder discloses that (check one of the following, as applicable):
- (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

APPENDIX “E” EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the attached table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

RATED REQUIREMENTS:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the attached Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bidders must attain a minimum mandatory point score in each of the Rated Requirement categories 1 to 8 to be considered compliant. Proposals which fail to attain the minimum mandatory point score in each of the Rated Requirement categories will be considered technically non-responsive and no further evaluation will be conducted

PRICE:

Cost Evaluation (total maximum of 100 points)

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (100 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

BASIS OF SELECTION:

The compliant bidder with the highest combined rated criteria points and price points shall be selected as the bidder providing best value.

BID EVALUATION for Janitorial Services Contract
Institute of Ocean Sciences, Sidney, BC
MANDATORY DOCUMENTATION

MANDATORY DOCUMENTATION - YES (Y) or NO (N)	CO.													
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Mandatory Item #1: Proof of Company's current, local Municipal Business License (Nanaimo, BC)														
Mandatory Item #2: Proof of Company's WCB # and Assessment Clearance # and a copy of the Bidder's Clearance letter														
Mandatory Item #3: Your Company's pay and benefits package for your employees (identity pay and benefits for each position level – Eg. Worker, Supervisor). Pay rates must meet industry standard minimums (eg. Workers \$12/Supervisor \$14)														
Mandatory Item #4: Your Company's Charge Out Rates for Workers & Supervisors (for additional work) - (See Form: Communications, Cost, Salaries & Labour Breakdown)														
Mandatory Item #5: Copy of the Fisheries and Oceans Sidney BC, Cleaning Standards document and Section 'A' of the Terms of Reference and Conditions with the printed names and initials on the front page and each page initialed as read and agreed to comply with by you the owner and your proposed supervisor(s) as identified in your Bidder's Statement.														
Mandatory Item #6: Copy of the Fisheries and Oceans, Sidney BC contract section "B" of the Terms of Reference and Conditions with owner's printed name and initials on the front page of the document and each page of section "B" initialed as read and agreed to comply with by the owner.														
Mandatory Item #7: A written statement signed by you the owner, that you have read, understood and are prepared to comply with all of our conditions of this contract inclusive of all that you offer including wages, benefits and further you ensure that for all your employees working on our site you will have submitted current WHMIS and Universal Precaution certificates, have trained them in all our site cleaning requirements including our Cleaning Standards and Quad cleaning prior to billing us for their performance hours.														
Mandatory Item #8: Your Company's Quad Cleaning Inspection report template for our site. It must include all the specific tasks related to the QUAD cleaning daily and all monthly requirements as outlined in the cleaning standards and the terms of reference. Include the function and the accompanying standards number.														

BID EVALUATION for Janitorial Services Contract
Institute of Ocean Sciences, Sidney, BC
MANDATORY DOCUMENTATION

	MANDATORY DOCUMENTATION - YES (Y) or NO (N)												
	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.	CO.
Mandatory Item #9: Your Company's schedule - excluding floor work, for all of the site cleaning tasks that are to be carried at a frequency of monthly or greater.													
Mandatory Item #10: The DFO 'Cleaning Equipment' document which must provide us a detailed list of all the major and minor equipment that will be provided to and for our site in the delivery of our contract requirements. None of the equipment is optional however some pieces of equipment are left for you to select and your selection must comply with our written requirements. Where applicable and you decide on an alternative selection you must provide written substantiation of your selections equivalency to our written requirements with your bid.													
Mandatory Item #11: The DFO, 'Quotation Supplement' form which will provide us a detailed list of all of the supplies/products that will be provided to and for the site in the delivery of our contract requirements.													
Mandatory Item #12: Your Company's uniform policy that will meet DFO requirements and be implemented for DFO site in accordance with Page 14 of 15 in the Fisheries and Oceans, Nanaimo, BC Cleaning Contract Terms of Reference and Conditions													
Mandatory Item #13: Your Company's statement of qualifications document included in the bid package complete with all the requested attachments and certificates.													
SUCCEEDED (S) to meet all Mandatory) or FAILED (F) to meet all Mandatory													

**BID EVALUATION for Janitorial Services Contract
Institute of Ocean Sciences - Sidney -Rated Documentation**

<p>Rated Item #7: A copy of your Company's cleaning instructions (instructions from other sources are not acceptable) training instructions, include full step written 'procedures' as they relate only and specifically to the requirements (including produced) as outlined in our, Fisheries and Oceans Nanaimo Current cleaning Standards, included in this bid package for the following five items: 1) Shower cleaning system / procedure; 2) Office Desk cleaning; 3) Refrigerator and surrounding cupboards cleaning; and 4) Carpet spotting. Be sure to include products, equipment, supplies, procedures, etc.</p>	15	30																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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APPENDIX "F"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$1,000,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

10.1. Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

11.1. Incomplete or conditional tenders will be rejected.

11.2. Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

APPENDIX "G" SECURITY REQUIREMENTS

RELIABILITY STATUS

1. The Contractor shall, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of RELIABILITY STATUS.
2. Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid RELIABILITY STATUS screening, granted or approved by CIISD.
3. The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site (s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.
4. The Contractor shall comply with the provisions of:
 - a) The Security Requirements Check List (SRCL), attached at Appendix F-1 (for reference)
 - b) The Industrial Security Manual (June 1992).
5. The Contractor must complete the Personnel Identification Form (PIF), attached hereto as Appendix F-1 providing the company name and address and full names and dates of birth of all individuals who will be providing services under this contract.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at Dj.lawrence@dfo-mpo.gc.ca or at 604-666-4656 phone.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the **Personnel Identification** Form (Confirmation of Security Status) attached hereto as Appendix "F-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

APPENDIX "G-1"

**PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS**

Contract / file number:	F5211-130121
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**PROJECT TITLE:
JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION,
NANAIMO, BC**

Company Name:	
Address:	
Telephone number:	
Fax number:	

Professional Services (Add second page if more space needed)

Resource Person working on this project	Date of birth Year, Month, Day	PWGSC file or certificate number (if applicable)

Contractor's
Authorized
Signatory: _____ Date: _____

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

Approved

_____ Date: _____
Contracting Security Authority

Contractor has the required security status with PWGSC (CIISD)

Contractor does not have the required security status with PWGSC (CIISD), for reason (s) noted on the attachment

APPENDIX “H”
The Federal Contractors Program for Employment Equity

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appD>

1. General

1.1 Departments and agencies (listed at Schedules I, I.1 and II of the *Financial Administration Act*) must follow practices that will ensure fairness and equality to designated groups in the administration of all contracts. More specifically, the FCP, administered by HRSDC-Labour is intended to ensure that suppliers to the federal government attain a fair and representative work force.

1.2 Contractors must identify and remove barriers to the selection, hiring, promotion and training of women, Aboriginal peoples, persons with disabilities and members of visible minorities. Contractors must also take steps to help increase the participation of these groups at all levels and in all areas of the work force as is most appropriate for that contractor.

1.3 The FCP applies to:

- a. Canadian suppliers and foreign suppliers with a resident work force in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- b. Goods and services contracts/standing offer agreements/supply arrangements valued at \$1,000,000 (including all applicable taxes) or more (referred to as "contracts" throughout this document) covered by the *Government Contracts Regulations* (GCRs) and the Contracting Policy.
- c. All good and services contracts for solicitation of bids for contractors declared "ineligible".

1.4 This Program does not apply to contracts for the purchase or lease of real property or to construction contracts.

2. General Procedures for soliciting bids or awarding contracts estimated at \$1,000,000 or more

2.1 Contracting authorities soliciting bids or awarding a goods contract or a service contract valued at \$1,000,000 (including all applicable taxes) and above must:

- a. indicate to bidders the FCP requirements;
- b. request and obtain from the bidder/supplier, as appropriate, the necessary evidence of compliance with the FCP, namely a valid and current Agreement to Implement Employment Equity duly signed by an authorized executive of the company or a valid Agreement to Implement Employment Equity number issued by HRSDC-Labour;

APPENDIX "J"

The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Request for Proposal Number: **F5211-130121**

**JANITORIAL SERVICES CONTRACT FOR THE PACIFIC BIOLOGICAL STATION,
NANAIMO, BC**

Due Date: October 22nd, 2013
2 pm (14:00 Hours) Atlantic Time

BID/PROPOSAL

Tender Reception,
1st Floor, Department of Fisheries and Oceans,
Procurement Hub
PO Box 4000
Hugh John Flemming Forestry Centre
1350 Regent Street
Fredericton, NB
E3B 5P7

ATTENTION
Kim Walker
Senior Contracting Officer
Fredericton Procurement Hub
Fisheries and Oceans Canada
Phone: 506-452-3624