



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub, Fredericton Office
Fisheries and Oceans, Canada
TENDER SUBMISSION
301 Bishop Drive
Fredericton NB
E3C 2M6

May 14, 2014

Subject: Request for Proposal No. F5211-130177
Title: **CARPET CLEANING SERVICES, AT THE Institute of Ocean Sciences,
Sidney, BC**

Dear Sir/Madam:

Fisheries and Oceans Canada have 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 August 1st, 2014 through to and including July 31st, 2015 with the possibility of two 1 year option periods, with the approval of the Minister.

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 email your bid to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca or forward it via mail or courier to:

Procurement Hub - Fredericton
Materiel and Procurement Services
Fisheries and Oceans Canada
TENDER SUBMISSION
301 Bishop Drive
Fredericton NB
E3C 2M6

Your proposal, clearly indicating the title of the work must be received by **2 pm (14:00 Hours) Atlantic Time on: June 25th, 2014.**

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.

Any tender received after that time will be considered late and will be returned unopened. Should the bid be delivered in person, please use the phone at the front desk by calling the above

mentioned Contracting Officer to sign for the tender submission. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

A **Mandatory Site Visit** is to be held on May 29th, 2014 at 1:00pm local time at the Institute of Ocean Sciences, Sidney, BC. Contractors will meet at the front entrance of IOS. Drawings, including square footage measurement, are included in this document package. It is a requirement for all persons wishing to tender on this project to attend this meeting at the site to familiarize themselves fully with the scope of work and the tendering requirements.

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 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.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security and Contracting Officer at Fisheries and Oceans at Craig.Stefan@dfo-mpo.gc.ca or at 604-775-8889.

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 "E-1" (Confirmation of Security Status) attached hereto as Appendix "E", 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.

The successful respondent will be expected to enter into a contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement and to permit technical evaluation based on the enclosed criteria.

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 DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Bidders should note that all questions regarding this request for proposals must be submitted in writing, **no later than June 16th, 2014, 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.

APPENDICES

REQUEST FOR PROPOSAL –

CARPET CLEANING SERVICES, AT THE Institute of Ocean Sciences, Sidney, BC

- | | |
|-------------------------|-----------------------------------|
| 1. Letter of Invitation | |
| 2. Annex 1 | Offer of Services / Contract Form |
| 3. Appendix "A" | General Conditions |
| 4. Attachment | Instructions to Tenderers |
| 5. Appendix "B" | Terms of Payment |
| 6. Attachment | Insurance Conditions |
| 7. Appendix "C" | Statement of Work |
| 8. Appendix "D" | Professional Information |
| 9. Appendix "E" | Cost Breakdown |
| 10. Attachment | Drawings |
| 11. Appendix "F" | Mandatory Criteria |
| 12. Appendix "G" | Security Requirements |
| 13. Appendix "G-1" | Personnel Identification Form |
| 14. Attachment | Envelope Template |

Bid Closing Date: June 25th, 2014
Time: 2 pm (14:00 Hours) Atlantic Time
Financial Coding: 5D102-521-120-4451-50001
Contract/File No: F5211-130177

ANNEX 1 - OFFER OF SERVICES/CONTRACT FORM

REQUEST FOR PROPOSALS FOR:

CARPET CLEANING SERVICES, AT THE Institute of Ocean Sciences, Sidney, 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:

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:

1. Annex 1 -This Offer of Services / Contract Form duly completed and signed;
2. Document attached hereto or referenced entitled "General Conditions";
3. Document attached hereto, or referenced entitled "Terms of Payment";

4. Document marked Appendix "C", attached hereto, or referenced entitled "Statement of Work";
5. Document marked Appendix "D", attached hereto, or referenced entitled "Professional Information and Documents Required"
6. Document marked Appendix "E", attached hereto, or referenced entitled "Cost Breakdown"
7. Document marked Appendix "F", attached hereto, or referenced entitled "Evaluation Criteria";
8. Document marked Appendix "G-1", attached hereto, or referenced entitled "Personnel Identification Form";
9. Document marked Appendix "G", attached hereto, or referenced entitled "The Federal Contractors Program for Employment Equity";
10. 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 1st August 2014 – 31st July 2015, with possible options to renew for two (2) additional one (1) year periods with the approval of the Minister.

7. TENDERED PRICES

7.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

For the provision of all professional services, including all associated costs necessary to carry out the required work

Total amount of bid -

Initial Contract August 1st, 2014 – July 31st, 2015

Cost: \$ _____ + HST/GST

Total amount of bid - First year option

August 1st, 2015 – July 31st, 2016

Cost: \$ _____ + HST/GST

Total amount of bid - Second year option

August 1st, 2016 – July 31st, 2017

Cost: \$ _____ + HST/GST

(Please note all annual costs will be divided by 12 to allow for monthly payments as noted in the attached Terms of Payment)

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 "C" Statement of Work;**
- c) **Appendix "D" Professional Information and Documents Required**
- d) **Appendix "E" Cost Breakdown**
- e) **Appendix "F" Evaluation Criteria, completed and signed;**

- f) **Appendix "G-1" Personnel Identification Form, completed and signed;**
- g) **Annex 2 Contractors 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 _____, 2014.

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
Fisheries and Oceans
301 Bishop Drive
Fredericton NB
E3C 2M6
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 _____ 2014.

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 _____, 2014.

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 governed 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 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 Ocean'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. F5211-130177, 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>.

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Quotation

- 1.1. the terms quotation, 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 Quotation.
- 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 Quotation. 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. Where a tender return envelope has been provided. The name and address of the tenderer are to be entered in the "Submitted by" space provided on the face of the envelope.
- 2.4. Where a tender return envelope template has been provided, bidders shall provide their 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 Quotation as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Quotation.
- 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. AMENDMENTS TO TENDER DOCUMENTS

- 5.1. Requests for suggested amendments to the tender documents shall not be considered unless the request is received at least seven (7) days before the date set for the closing of tenders.

6. REVISION OF TENDERS

- 6.1. 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.

7. TENDER SECURITY

- 7.1. If specified in the Request for Quotation, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 7.2. 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.

8. CONTRACT SECURITY

- 8.1. If specified in the Request for Quotation, 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.
- 8.2. 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.

9. INSURANCE

- 9.1. If specified in the Request for Quotation, 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.
- 9.2. 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.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 10.1. 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 \$200,000 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**.

11. PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS, IF APPLICABLE

- 11.1. If this Request for Quotation is set aside for Aboriginal suppliers, in accordance with the Procurement Strategy for Aboriginal Business, the tenderer must certify in its tender that it is an Aboriginal business or an eligible joint venture, as defined in the attached certification(s). It is **mandatory** that the requirements in the attached certification(s) be met or the tender **will not be considered**.

12. SIGNING OF DOCUMENTS

- 12.1. See attached form entitled "Requirements for Signature and Description of Parties other than Her Majesty".

13. TENDER VALIDITY PERIOD

- 13.1. Unless otherwise specified in the Request for Quotation, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 13.2. Notwithstanding Article 13.1, 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.
- 13.3. 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.

14. INCOMPLETE TENDERS

- 14.1. Incomplete or conditional tenders **will** be rejected.
- 14.2. Tenders that omit any mandatory requirements specified in the Request for Quotation **will** be rejected.
- 14.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

15. REFERENCES

- 15.1. 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.

16. LOWEST TENDER NOT NECESSARILY ACCEPTED

- 16.1. The lowest or any tender will not necessarily be accepted.

17. THE CODE OF CONDUCT FOR PROCUREMENT

- 17.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
 - (a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
 - (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

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

17.3 For further information, the Bidder may refer to the following PWGSC site :

<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.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. (Monthly)
- 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

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

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

INSURANCE CONDITIONS SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

- 8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

- 8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**



Fisheries and Oceans
Canada

Appendix “C”

CARPET and UPHOLSTERY CLEANING

STATEMENT OF WORK

Scope of work

Operational Procedures

Site Terms and Conditions

STATEMENT OF WORK

CARPET/UPHOLSTERY CLEANING SERVICES, at the Institute of Ocean Sciences, Sidney, BC

Contracting Period

1st August 2014 – 31st July 2015, with possible options to renew for two (2) additional one (1) year periods.

SCOPE OF WORK

Background

The Institute of Oceans Sciences is a Federal Government Fisheries Research Facility located on Pat Bay. The property has 35 acres of grounds and over 300k square feet of buildings consisting of offices, laboratories, workshops, boardrooms, cafeteria and open floor spaces. The complex itself consists of two buildings. The main complex, houses the majority of the offices, laboratories, including large common areas, the cafeteria and auditorium. The Workshop building is predominantly trades shops and their offices. The main complex has four floors, accessed by stairs and elevators. This building is uniquely designed so that each of the four floors has ground level access. The Institute employs approximately 300 persons and is open to the public Monday to Friday.

There is approximately 8,850 square meters of carpeted flooring throughout the Institute. The carpeting ranges from brand new installations to 20 years old, all of which are to be cleaned as part of this contract. We are requiring separate per unit pricing quotes for majority of our upholstered furniture cleaning and per square foot pricing for our fabric workstations.

Intent

The Institute of Ocean Sciences requires the services of an IICRC Certified Firm (contractor) whose primary business is commercial carpet/upholstery maintenance.

Requirements:

Fisheries and Oceans will, on occasion, require additional cleaning. This cleaning includes but is not limited to extraction cleaning and the application of fabric protection of fabric partitions; 1, 2 and 3 cushioned sofas and a range of upholstered chairs including stacking, secretarial, executive high back and standard office.

Please note this cleaning can only be actioned upon receipt of contract amendment approved by the Project Authority and signed by the Contracting Officer.

Carpet Cleaning Maintenance Frequency Requirements

The program frequency schedule, detailed below, is the requirements for our site and also complies with the IICRC frequency recommendation.

Schedule to be adhered to

Legend

IM 50% = Interim Maintenance on 50% of all accessible carpeting and all matting.

EX= Extraction cleaning of 100% of all accessible carpeting and all matting

1+ = Extraction cleaning of 1 fabric chair in the 24hr. Guard House

FP = Fabric Protector- the application of a fabric protector

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Carpet	IM	IM	IM	EX	IM	IM	IM	IM	IM	EX	IM	IM
Matting	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX
24hr. Guard House (2 fabric chairs)	1+ FP	1+ FP	1	1	1+ FP	1+ FP	1	1	1+ FP	1+ FP	1	1

Carpet Cleaning Methods to be used

Interim Maintenance Process (cleaning process carried out between extraction services)

1. All stains are removed from the carpet using professional spotting chemicals;
2. Light extraction is performed as required;
3. All entrance mats are cleaned;
4. All cleaned carpets and fabric are to be left in a close to neutral pH;
5. Encapsulates are agitated onto all the cleaned carpet.

a. **There is to be no substitute for the encapsulation process**

Extraction Process (also known as hot water extracting cleaning)

1. All stains are removed from the carpet using professional spotting chemicals;
2. Cleaning solutions are pressure sprayed onto all carpeted surfaces using hydro-force technology;
3. If required, high-traffic lanes are pre-scrubbed ;
4. Cleaning solutions and soil are rinsed from the carpet using high-pressure portable and/or truck mount extractors;
5. All cleaned carpets and fabric are to be left in a close to neutral pH;
6. All entrance mats are cleaned;
7. Encapsulates are agitated on to all the cleaned carpet.

a. **There is to be no substitute for the encapsulation process**

Encapsulation - Carpet

The required encapsulation process is a low moisture system that efficiently improves carpet appearance with limited down time for cleaning and drying. This low moisture technology is a unique polymer formulation that surrounds soil particles in the carpet and dries to a crystal that will not reattach or attract other soils.

The application process we require involves mechanical agitation where by the encapsulate formula is introduced to the soiled carpets using gravity fed injection through to a brush system that distributes, then agitates, the encapsulates deep into the carpet fibers, releasing soils and effectively encapsulating them in preparation for vacuuming.

Once our carpet has dried, these suspended soils are removed by beater bar vacuuming (Pile-lifter) or hot water extraction in heavily soiled areas.

The Institute of Ocean Sciences, Sidney BC requires this process as an effective interim maintenance system that when combined with the on-going site pile-lift vacuuming and scheduled hot water extraction cleanings, provides a balanced approach to a quality maintenance program ensuring a healthy, green., safe and aesthetically pleasing environment for all its staff and visitors.

The Encapsulate product must be CRI and Eco Logo certified.

There is to be no substitute for the encapsulation process.

**The Institute of Ocean Sciences in Sidney BC recognizes;
The Institute of Inspection, Cleaning and Restoration Certification – (IICRC)**

- The primary missions of the Institute is to be the leading, independent, non-profit, certification and International Standard setting body within the cleaning, inspection, and restoration industry; to set and promote high ethical standards, and to advance communication, collaboration and technical proficiency.
- The Institute also acts as a central conduit in the exchange of information between all segments of the cleaning, inspection and restoration industries. The Institute cooperates with all segments of these industries, in whatever prudent, legal, ethical, and financial means reasonable, in order to enhance product quality, value and service to the consumer.
- In addition to its primary activities within these industries, the Institute pro-actively disseminates information to maintain industry-wide, productive, logical and fair recommendations for the protection of the consumer, industry workers and the environment. The Institute continues to promote the science of cleaning and restoration.

IICRC S100 Standard Reference Guide for Professional Carpet Cleaning - 2002

- IICRC S100 establishes minimum standards for professional on-location cleaning of installed textile floor coverings. In so doing, it acknowledges the critical role played by '*Fisheries and Oceans*' in selecting and maintaining those floor coverings prior to the need for such professional cleaning. For this reason, the actual standards for cleaning are preceded by information on the importance of pre-cleaning maintenance, ways in which '*Fisheries and Oceans*' may choose to evaluate the qualification of professional carpet cleaners, basic principles of carpet cleaning and the necessity for thorough pre-cleaning and post-cleaning inspections which may include other means at our disposal including the use of a black light.



**The Institute of Ocean Sciences in, Sidney BC recognizes;
The Carpet and Rug Institute – (CRI)**

The CRI works with independent testing laboratories, government agencies and member companies to continually improve best practices in product development environmentally responsibility and customer care. The result of this pursuit of excellence is our signature programs. They give carpet companies data that drives innovation and they offer consumers a way to make smarter, more informed decisions in purchasing and caring for carpet. From a cleaning perspective this include CRI approved cleaning compounds and CRI approved equipment.



**The Institute of Ocean Sciences in Sidney BC recognizes;
EcoLogo**

EcoLogo™ is a program of environment Canada. The program has been until recently stewarded by Terra Choice Environmental Marketing Inc. under licenses agreement with Environment Canada and now by UL Environmental. EcoLogo is an official mark of the Government of Canada. Use of the EcoLogo symbol without permission is prohibited.

EcoLogo™ Standards are developed in an open, public, and transparent process spanning approximately 12-18 months, and are designed so that only the top 20% of products available on the market can achieve certification. Consumers can trust that products bearing the EcoLogo certification mark truly represent environmental leadership and provide tangible human health and environmental benefits.

EcoLogo standards are especially stringent because they address multiple environmental attributes throughout the entire life cycle of the product or service. Perhaps even more encouraging is the fact that all EcoLogo certified products must also meet performance requirements to ensure they perform as well as their conventional alternative.

After a standard is finalized, any manufacturer that demonstrates compliance with the stringent requirements is eligible for EcoLogo certification. Following a successful third-party audit of the product against the standard's requirements, EcoLogo certification can be claimed, and the product can bear the EcoLogo Mark.



OPERATIONAL PROCEDURES

The contractor will:

- Move all waste baskets and light furnishings during the service;
 - items other than wheeled furnishings will not be placed back on the wet carpet;
- Not move any large, fixed items such as desks and cabinets, or electronic items such as computers, wire bundles or items such as personal files;
- Meet all of our operational and security requirements of the property;
- Provide all transportation, cleaning products, equipment, consumables required to complete the service in an efficient and safe manner without additional charge;
- Provide a single point of service contact (contract administrator);

The Institute of Ocean Sciences in Sidney BC will:

- Lift all files & personal items from the carpet prior to the service;
- Insure lights & power are left “on”;
- Administrate security access to the building;
- Ensure there are no other conflicting trades on site;
- Stop or limit the amount of business activity during the service;
- Provide parking at no cost to the contractor;
- Provide access to Janitor rooms, washrooms & exterior water bibs as required;
- Participate in the Quality Assurance Program (the contractor and the site authority review and accept the work);
 - Provide service ratings;
 - Provide service feedback;
- Identify any extras such as fabric furnishings or fabric workstations to be cleaned/extracted;
- Ensure that any fabric workstations being scheduled for cleaning are clear and accessible.

SITE TERMS AND CONDITIONS

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 Security at day's end. Any access point that is required to be open during the cleaning process must be monitored or locked for the duration of the cleaning process.

CLEANING CLOSETS (CC)

There are presently 10 cleaning closets throughout the site and most are located between the Male and Female washrooms. When accessed during carpet or upholstery cleaning they must be maintained as found and none of the supplies or equipment belonging to our site cleaning contractor may be used.

COMMUNICATION

It is a requirement that all cleaning persons on site during all service scheduled work be able to; receive and carry out written and verbal English instructions; carry out requests that fall within the contracted agreement. Throughout all of our documents any reference to our 'Site Authority', it is understood that this authority extends to persons who our 'Site Authority' reports to or persons who report to our, 'Site Authority'.

COMMUNICATION BOOK

The contractor will supply to the site a communication/log book to be held at the security lower gatehouse. The contractor will update the logbook of all services carried out upon the completion of each visit. Any applicable repairs required to the serviced carpet or fabric furnishings are to be noted.

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.

ENVIRONMENTAL PRACTICES

Fisheries and Oceans Canada at the Institute of Oceans Sciences, Sidney BC expects that your firm has and will comply with any and all applicable legislation pertaining to the environment. In Canada these include but are not limited to : *Canadian Environmental Protection Act, 1999 (Canada), Fisheries Act (Canada), Transportation of Dangerous Goods Act (Canada/BC) , Environmental Air Quality Management Act (BC), as well as any Municipal Solid Waste and recyclable Material Bylaws, Air Quality Bylaws or Sewer Use Bylaws.*

EQUIPMENT ON SITE

In carrying out the work the contractor is responsible for providing all that is necessary in order to carry out all work and services under this contract. The equipment shall be in good condition. Safety devices shall be in place and functioning to workers' compensation board requirements.

INSPECTIONS

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements. On completion of the work, the Contractor will supply to the Site Authority a copy of all inspections.

INSURANCE

The Contractor must ensure they maintain adequate insurance for the duration of the contract.

LOST AND FOUND

The Contractor's staff shall return any found articles on site to Security 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. No coffee or food consumption is permitted in any other space within the complex.

NO SUB-CONTRACTING

Other than those services offered and approved by the contract acceptance, no other services are permitted without the express written permission of the **Contracting Authority**.

NON SMOKING AREAS

Smoking is prohibited in all buildings and structures. For smoking outside, the Provincial and Federal Treasury Board Guidelines must be adhered to. All outside smoking is restricted to designated smoking areas. The DFO designated site authority, during the site orientation, will instruct the contractor as to the locations of its designated smoking areas.

PRODUCTS

The Carpet Cleaning firm must supply all of their own cleaning products / compounds for the performance of their work.

PROJECT AUTHORITY/SITE AUTHORITY

The name of the person will be provided upon award of the contract.

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 and knowledgeable manner. The contractor shall abide by, and shall ensure its employees abide by,

all appropriate regulations including but not limited to regulations relating to fire, safety, parking and health. The contractor will ensure that all employees are aware of applicable regulations.

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 of the Contractor to ensure that its representatives receive annual training and instruction certificates in W.H.M.I.S. and that staff are equipped with appropriate tools, clothing so that they can work in a safe and healthy manner.

SOCIAL PRACTICES

Fisheries and Oceans Canada at the Institute of Ocean Sciences, Sidney BC expects that your firm has and will comply with internationally recognized labour conventions and recommendations of the International Organization (IOL) of which Canada is a member, and any applicable legislation pertaining to the work place safety, employment and human rights. In Canada these include but are not limited to: *the Corruption of Foreign Public Officials Act (Canada) Human Rights Act (BC) the employment standards Act (BC) and the Workers' Compensation Act (BC)*

SECURITY

It is a **general** requirement of The Department of Fisheries and Oceans Canada , at the Institute of Ocean Sciences, Sidney BC that access to the site will be restricted to the carpet and upholstery cleaning firm and its personnel who have been security cleared to a Reliability Level, acceptable to the site. All workers are required to appear in person with their firms site Supervisor when signing in and out. Each will be supplied with and sign for (supervisor must initial) keys, security pass and radio if required, must wear picture ID, uniforms bearing the firms' name (contractor's cost) and all personnel will have on record with Security their names, addresses, phone numbers and emergency contact information.

SITE DRAWINGS AND FURNITURE WORKSTATION DIVIDERS

Site drawings identifying the carpet square footage and areas m2 as well as a count of the fabric furnishings and workstations are approximates and are subject to verification by the bidder.

TELEPHONE ACCESS

Other than the pay phone at the front entrance, use of site installed phones is not-permitted.

UNIFORMS

For security, hygiene and identification, it is a requirement of this Contract that the Contractor supply and ensure that all persons carrying out the work wear clean suitable uniforms displaying the Contractor Firms name, picture ID clearly displaying the employees first 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.

W.H.M.I.S. COMPLIANCE

The Contractor must at all times be WHMIS compliant. The contractor is responsible to have current M.S.D.S. on all products used in the carpet and upholstery cleaning function on the site.

WASTE AND ENVIRONMENTAL IMPACT

The contractor is responsible to ensure that any and all waste generated during the cleaning operation is disposed of in accordance with the directions of the site. Neither printed or copied written material, nor recyclable materials are to be removed from the site by the Contractor or their employees. Recoverable waste water from the cleaning process **MUST** be suitable to be disposed of through the public sewage system. If this residue is not suitable, it must then be removed from site and disposed of in a manner consistent with Provincial, Regional and Municipal regulations. No dumping of waste water in public storm drain systems is permitted.



Fisheries and Oceans
Canada

Appendix “D”

CARPET and UPHOLSTERY CLEANING FIRM’S

Professional Information And Documents Required

CARPET AND UPHOLSTERY CLEANING FIRM

Companies interested in providing a complete carpet and upholstery cleaning and maintenance program to our site must complete and provide all of the following mandatory information and documents. Failure to provide any or all of the required information or documents will eliminate your firms being considered.

Date _____

Name of Bidding Firm: _____

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

Phone # _____ Cell # _____ Fax # _____ Internet _____

Address _____ Postal Code _____

Payment preferred in the form of MasterCard _____ or Cheque _____

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Provide the total number of licensed years of the Company in the carpet and upholstery cleaning business: _____

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

In the event of a contract award, list your *Site Manager*, authorized representative for the work, **Security clearance to a minimum level of Reliability Status is a requirement therefor security must already be in places at the time of bid closing:**

Name _____ how long employed by you _____

What level(s) of security clearance is/are presently held: _____

Date issued _____

Provide their detailed resume including a list of all IICRC Journeyman certificates held, a current WHMIS Certificate and a copy of reliability security clearance.

In the event of an Award, list your *Relief Site Manager*, authorized representative for the work site. **Security clearance to a minimum level of Reliability Status is a requirement therefor security must already be in places at the time of bid closing:**

Name _____ how long employed by you _____

What level(s) of security clearance is presently held: _____

Date issued _____

Provide their detailed resume including a list of IICRC Journeyman certificates held, a current WHMIS Certificate and a copy of reliability security clearance.

All carpet technicians on site must be supervised by your Journeyman Site Manager. They must have a minimum of one Technical Certificate in carpet cleaning, issue by the IICRC, current WHMIS certificates and a copy of reliability security clearance. Provide a list of names of those technicians and their IICRC numbers and copies of their reliability clearance.

References of three carpet and upholstery cleaning contracts that I presently hold which in my estimation as the owner of this Company are representative of the size and scope carpet and upholstery cleaning expectations of Fisheries and Oceans Canada at the Institute of Oceans Sciences in Sidney BC:

1. Client Contact Person: _____ Tel: _____

Building Name _____

Address: _____

Date of Service from _____ to _____

Square feet of the service _____

Number of Upholstery pieces _____

Extent of the service provided: _____

2. Client Contact Person: _____ Tel: _____

Building Name _____

Address: _____

Date of Service from _____ to _____

Square feet of the service _____

Number of Upholstery pieces _____

Extent of the service provided: _____

3. Client Contact Person: _____ Tel: _____

Building Name _____

Address: _____

Date of Service from _____ to _____

Square feet of the service _____

Number of Upholstery pieces _____

Extent of the service provided: _____

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

Signature of Company Owner _____



Fisheries and Oceans
Canada

Appendix “E”

COST BREAKDOWN

COST BREAKDOWN

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

The maintenance program includes:

- the interim and extraction cleaning as well as the application of encapsulate according to our supplied schedule and cleaning processes of all our:
 - Carpet tiles
 - Wall to wall carpet
 - Entrance matting

The alternating upholstery cleaning and 6 scheduled Fabric protection applications of 1 of 2 chairs in the 24 hour operational Guard House.

Contract YEAR (12 months) COSTS BREAKDOWN

ANNUAL COST OF TWO (2) FULL (all carpet and matting) EXTRACTION CLEANING \$ _____

ANNUAL COST OF TEN (10) INTERM CLEANINGS INCLUDING EXTRACTION CLEANING OF ALL MATTING \$ _____

ANNUAL COST OF TWELVE (12) SCHEDULED CLEANINGS OF 1 CHAIR PER MONTH IN THE GUARD HOUSE INCLUDING APPLICATION OF SIX (6) SCHEDULED FABRIC PROTECTOR APPLICATIONS \$ _____

TOTAL COST SUBMISSION FOR THE FIRST YEAR EXCLUDING TAXES
SUB TOTAL \$ _____

Transfer the total amount, to the "Offer of Services /Contract form "section 7 Tendered Prices"

Optional Year Extensions are subject to the Site Authority requesting in writing to the Contracting Authority for implementation, and may not be implemented if the work received has in any way been unsatisfactory.

Contract YEAR (12 months)
Cost of Additional Work that may be required from time to time
List cost excluding taxes

The below items can only be actioned upon receipt of contract amendment approved by the Project Authority and signed by the Contracting Officer.

Stacking chairs (seat and back only) extraction\$ _____ fabric protection\$ _____

Secretarial chair extraction\$ _____ fabric protection\$ _____

Standard office chair extraction \$ _____ fabric protection\$ _____

Executive Chair-high back extraction \$ _____ fabric protection\$ _____

Sofa-1 seat extraction\$ _____ fabric protection\$ _____

Sofa 2-seat extraction \$ _____ fabric protection\$ _____

Sofa-3 seat extraction\$ _____ fabric protection\$ _____

Fabric partition extraction \$ _____ per sq.ft. Fabric protection \$ _____ per sq.ft.

Addition or deletion of Carpet cleaning per square foot for interim \$ _____ per sq.ft. and
for extraction \$ _____ per sq. ft.

Carpet extraction on a call out basis \$ _____ per sq. ft.

How much lead time is required? _____.

2nd. OPTION YEAR (12 months) COST BREAKDOWN

ANNUAL COST OF TWO (2) FULL (all carpet and matting) EXTRACTION CLEANING \$ _____

ANNUAL COST OF TEN (10) INTERM CLEANINGS INCLUDING EXTRACTION CLEANING OF ALL MATTING \$ _____

ANNUAL COST OF TWELVE (12) SCHEDULED CLEANINGS OF 1 CHAIR PER MONTH IN THE GUARD HOUSE INCLUDING APPLICATION OF SIX (6) SCHEDULED FABRIC PROTECTOR APPLICATIONS \$ _____

TOTAL COST SUBMISSION FOR THE FIRST YEAR EXCLUDING TAXES
SUB TOTAL \$ _____

Transfer the total amount, to the "Offer of Services /Contract form " section 7" Tendered Prices"

Optional Year Extensions are subject to the Site Authority requesting in writing to the Contracting Authority for implementation, and may not be implemented if the work received has in any way been unsatisfactory.

2nd. OPTION YEAR (12 months)

Cost of Additional Work that may be required from time to time

List cost excluding taxes

The below items can only be actioned upon receipt of contract amendment approved by the Project Authority and signed by the Contracting Officer.

Stacking chairs (seat and back only) extraction\$ _____ fabric protection\$ _____

Secretarial chair extraction\$ _____ fabric protection\$ _____

Standard office chair extraction \$ _____ fabric protection\$ _____

Executive Chair-high back extraction \$ _____ fabric protection\$ _____

Sofa-1 seat extraction\$ _____ fabric protection\$ _____

Sofa 2-seat extraction \$ _____ fabric protection\$ _____

Sofa-3 seat extraction\$ _____ fabric protection\$ _____

Fabric partition extraction \$ _____ per sq.ft. Fabric protection \$ _____ per sq.ft.

Addition or deletion of Carpet cleaning per square foot for interim \$ _____ per sq.ft and

for extraction \$ _____ per sq. ft.

Carpet extraction on a call out basis \$ _____ per sq. ft.

How much lead time is required? _____.

**Contract /File No.
F5211-130177**

**APPENDIX “F “
MANDATORY CRITERIA**

MANDATORY SUBMISSIONS AND DOCUMENTS REQUIRED

The bidder must complete and include the following table in their proposal as indication that their submission meets the mandatory criteria, and provided the proposal page number or selection that contains the information to verify that the mandatory criteria has been met.

All of the mandatory requirements must be submitted with your bid in order for your tender to be considered further. Failure to provide any or all of these **MANDATORY REQUIREMENTS** will result in the disqualification of your tender.

<u>Mandatory Criteria</u>	<u>Documentat ion included in bid package YES or NO</u>	<u>Page #</u>
The completion of your firms professional information as outlined in our provided, Professional Information, Appendix “D”		
The completion of our Appendix “E” titled Cost Breakdown		
A written statement that your firms primary business is commercial carpet /upholstery maintenance		
A written statement certifying that that your firm will provide sufficient professional: labour, equipment, cleaning compounds and supervision to perform, oversee and ensure that all of the carpet and fabric cleaning that is outlined in this contract , meets or exceeds the IICRCS100 cleaning standard.		
Business license valid covering Sidney, BC		
Workers’ Compensation Board Firm Number		
Copy of Assessment Clearance letter		
Proof of Insurance in accordance with our requirement		
Copy of IICRC certification		
Proof - CRI approved service provider		
Names of Trade/Business Associations that your		

firm is in good standing with		
Corporate brief that describes your service offerings		
Quality Assurance program		
Training, Health and Safety Program		
Encapsulate cut sheets showings proof of EcoLogo and CRI certification		

BASIS OF SELECTION:

Provided that the bidder has provided all of the mandatory criteria then the successful bidder will be awarded the contract based on the lowest overall bid.

In the event of a tie, (meaning an identical cost proposal submitted by different bidders, both meeting all of the mandatory criteria above) the contract will be awarded following Treasury Board Contracting Policy (subsection 10.8.17)

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 G-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 Craig.Stefan@dfo-mpo.gc.ca or at 604-775-8889 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 "G-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:	F5211-130177
-------------------------	---------------------

PROJECT TITLE:
CARPET CLEANING SERVICES, AT THE Institute of Ocean Sciences, Sidney, 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

The name and address of your firm

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Request for Proposal Number: **F5211-130177**

CARPET CLEANING SERVICES, AT THE Institute of Ocean Sciences, Sidney, BC

Due Date: June 25, 2014
2 pm (14:00 Hours) Atlantic Time

BID/PROPOSAL

Tender Reception,
1st Floor, Department of Fisheries and Oceans,
Procurement Hub
301 Bishop Drive
Fredericton NB
E3C 2M6

