



REQUEST FOR QUOTE

WINDOW CLEANING SERVICES

**for TRADE CENTRE LIMITED (TCL) and SCOTIABANK CENTRE (SBC)
1800 Argyle Street
Halifax, Nova Scotia
B3J 2V9**

TCL REFERENCE #: TCL-WindowClean-15

Closing Date & Location: **9:30 a.m., Tuesday, 12th May, 2015**
Trade Centre Limited
1800 Argyle Street,
Halifax, Nova Scotia, B3J 2V9

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Introduction

Trade Centre Limited (TCL) is a Crown Corporation of the Province of Nova Scotia which is responsible for the management of the World Trade and Convention Centre, Trade Centre Office Tower, Exhibition Park and Scotiabank Centre (SBC) on behalf of its owner, the Halifax Regional Municipality.

A

1. The objective of this Request for Quote for Trade Centre Limited (TCL) is to identify and select qualified Window Cleaning Services for Trade Centre Limited (TCL) and Scotiabank Centre (SBC) for the period commencing 1st July, 2015, and ending 30th June, 2016 (1 year Standing Offer).

Option to Renew:

The initial contract will be for a period of one (1) year to commence 1st July, 2015, and end 30th June, 2016. TCL reserves the right to extend the contract for a (1) one-year extension, with the possibility of (1) one more, (1) one-year extension, beyond the initial contract period, subject to the agreement of the successful proponent, for an overall maximum of three (3) years in total.

2. TCL's policy is to ensure that all firms interested in becoming crown corporation suppliers shall be given equitable access to contract opportunities, except that consideration may be shown to Atlantic provinces' suppliers, manufacturers and contractors whenever practical and economically feasible to do so, consistent with The Atlantic Procurement Agreement.
3. Sealed bids to include 1 original marked with the text 'Original' at the top of the title page along with 1 bid copy marked with the text 'Copy' at the top of the title page to be delivered to the **World Trade & Convention Centre, Main Entrance Reception Desk, 1800 Argyle Street, Halifax, N.S.**, between the hours of 7:00 a.m. and 3:00 p.m., Monday – Friday, prior to the tender closing of **9:30 a.m., Tuesday, 12th May, 2015.**

Mailing/Courier
Address:

Trade Centre Limited – World Trade & Convention Centre
Ref. No. TCL-WindowClean-15
Main Entrance Reception Desk
1800 Argyle Street – Between Hours 7:00am -3:00pm
Halifax, Nova Scotia
B3J 2V9

If sending via courier, PLEASE ENSURE THE RFO NUMBER IS INDICATED ON THE FRONT OF THE COURIER PACKAGE/ENVELOPE.

BIDS ARE DATED AND TIMED IMMEDIATELY UPON RECEIPT AT TRADE CENTRE LIMITED. BIDS RECEIVED AFTER THE CLOSING TIME SHOWN ON THE TENDER DOCUMENTS WILL BE RETURNED (UNOPENED, IF POSSIBLE).

4. **Inquiries regarding the Specifications are to be directed to Judi Rahey, Building Services Supervisor, (902) 421-1302 ext 2716 or by email at: judi@tclns.com.**
5. Late bids received after the closing date and time will be disqualified from competition and returned to the Contractor unopened.
6. Bid submissions **will not** be accepted by fax or email.
7. All submissions are subject to evaluation after opening and before award of contract. Submissions will be evaluated not only on the submitted price, but also on ability of the Contractor to meet the requirements of the procurement in accordance with the Scope of Work stated in the RFQ document. All evaluation activity will attempt to seek out best value which maximizes the effectiveness and profitability to the Trade Centre Limited.

PLEASE NOTE: Bid prices will not be read out loud at the Tender closing/opening.

8. Trade Centre Limited is not obliged to award lowest proposal and reserves the right to re-address the requirement should there be reasonable doubt that prices received are not competitive.
9. Trade Centre Limited reserves the right to reject any or all proposals. This RFQ implies no obligation on Trade Centre Limited to accept this bid or any bid submitted and has the right to cancel this RFQ, if required.
10. Trade Centre Limited reserves the right, at any time, with 30 days written notice, to cancel the contract with the successful proponent.
11. All Contractors should be aware only contracts, amendments or purchase orders signed by a designate of Trade Centre Limited will be valid.
12. Contractors wishing to amend an already submitted bid submission must submit the amendment to Trade Centre Limited, 1800 Argyle Street, Halifax, N.S., **(via: Main Entrance Reception Desk)**, in writing before the designated closing date/time, provided they are properly identified by company name, RFQ number/name and due date and are received by Trade Centre Limited, 1800 Argyle Street, Halifax, N.S., **(via: Main Entrance Reception Desk)** prior to the closing date and time. Amendment is to identify change in price only, not revealing the amount of the original price submitted.
13. The Contractor shall indicate in his submission that he has based his prices on the specifications and all addenda issued during this course of the RFQ posting. All pricing must be in Canadian Funds. TCL pays Harmonized Sale Tax (HST) on all applicable items. **Prices quoted are to remain firm for the term of the contract.**
14. The Contractor shall ensure that he has in his possession at the time of submission, all addenda that may have been issued. Confirmation can be obtained by checking the RFQ document as posted on the Public Tenders website at www.gov.ns.ca/tenders.
15. Notification of successful bid submission will be posted on the Public Tenders website (address noted in Item 14 above).

AMENDMENTS AND ADDENDA

- Trade Centre Limited reserves the right to modify the terms of the RFQ at any time, at its sole discretion.

Notice of Addenda will also be posted on the Public Tenders website. Contractors are responsible for ensuring that they are aware of and have complied with any Addenda by visiting the Procurement Website

- When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable bid preparation time.

B

1. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 1.1 Your bid(s) and all supporting documentation submitted will become the property of Trade Centre Limited and will not be returned.
- 1.2 Bid information will be used only in conjunction with the selection process.
- 1.3 By submitting your bid, you agree to disclosure of the information supplied, subject to the provisions of the Freedom of Information and Protection of Privacy (FOIPOP) Act.
- 1.4 Anything submitted in your bid that you consider to be “perRFQnal information” because of its proprietary nature should be marked as “confidential”, and will be subject to appropriate consideration under the FOIPOP Act.
- 1.5 During the delivery and installation of goods and/or services, you may have access to confidential information belonging to Trade Centre Limited. Should this occur, you must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or your disqualification from any further RFQs issued by Trade Centre Limited.

2. ELIGIBILITY

- 2.1 All Contractors must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Contractors located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Contractor.
- 2.2 All Contractors must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Revenue Canada (GST/HST) may be required before an award is made to a successful Contractor.

3. ACCEPTANCE

- 3.1 If your bid is accepted, you will receive formal notification from Trade Centre Limited in the form of a Purchase Order clearly identifying the RFQ Offer Number and the good/service to be provided.

4. GENERAL CONDITIONS

- 4.1 In the event of discrepancies between these General Instructions and anything in the other documents making up the RFQ, the RFQ will be considered correct.
- 4.2 You may not change the wording of any RFQ, bid, or supplementary material unless requested to do so by the Trade Centre Limited for the purposes of clarification.
- 4.3 You are responsible for your own expenses in preparing, delivering or presenting a bid and for subsequent negotiations with Trade Centre Limited, if any.
- 4.4 You may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed.
- 4.5 By submitting a bid, you guarantee that, unless the RFQ specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in your bid, or will be provided at no additional cost to Trade Centre Limited.
- 4.6 Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.
- 4.7 All of the terms and conditions stated or referenced in the RFQ are assumed to be accepted by the Contractor and incorporated in the bid.
- 4.8 The RFQ, or any supplementary document or portion thereof, may not be used for any purpose other than the submission of bids.
- 4.9 Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g., Canadian Standards Association, Transport Canada, Canadian Gas Association, etc.) and/or must be approved by the appropriate Nova Scotia agency (e.g., Office of the Fire Marshall).
- 4.10 Nova Scotia tenders are subject to the terms and conditions of the Atlantic Procurement Agreement and the Agreement on Internal Trade; copies of these agreements are available at the Nova Scotia Procurement website (<http://www.gov.ns.ca/tenders>).
- 4.11 All bids and supporting material must be in the English language, unless specifically requested otherwise.

4.12 As the Contractor for work done under any tender, you agree to comply with all applicable laws, regulations and standards, including all labour, occupational health and safety and worker compensation requirements as described in SCHEDULE "A" – CONTRACTOR REQUIREMENTS.

END SECTION I

SECTION II: Standard General Terms and Conditions

NOTE: These instructions apply only to those Requests for Standing Offers that reference them specifically.

1. SERVICES

- 1.1 The Supplier shall perform the work under the direction and always to the satisfaction of Trade Centre Limited for the period **1st July, 2015, to 30th June, 2016.**

Option to Renew

The initial contract will be for a period of one (1) year to commence 1st July, 2015, and end 30th June, 2016. TCL reserves the right to extend the contract for a (1) one-year extension, with the possibility of (1) one more, (1) one-year extension, beyond the initial contract period, subject to the agreement of the successful proponent, for an overall maximum of three (3) years in total.

- 1.2 When work is required to be done by Trade Centre Limited, it may be done by personnel duly authorized to act on Trade Centre Limited's behalf.

2. PAYMENT

- 2.1 Payment to the successful Contractor will be processed upon absolute completion of the work requested and accepted and approved by Trade Centre Limited, and within 30 days receipt of such approval. **The Contractor shall make payable its company invoice to either Trade Centre Limited or Scotiabank Centre, depending on which building the services are performed and/or for which building the goods are procured.**

- 2.2 The Supplier shall maintain appropriate accounting records for the services provided under this Agreement and shall make available to either Trade Centre Limited or Scotiabank Centre such accounting records for audit purposes as Trade Centre Limited or Scotiabank Centre may require.

3. TERM OF THE AGREEMENT

- 3.1 Term of this Agreement shall be defined in Paragraph 1.1 of this Agreement (above).
- 3.2 Notwithstanding article 3.1, Trade Centre Limited, at its sole discretion, may terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier.
- 3.3 Completion by the Supplier of the services outlined in article 1 or termination of the Agreement by Trade Centre Limited in accordance with article 3.2 shall in no way relieve or be deemed to relieve the Supplier from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set forth in articles headed Confidentiality and Liability.

3.4 In the event of termination, in accordance with article 3.2, Trade Centre Limited will pay the Supplier an amount calculated under the terms of payment for all work performed and accepted, together with such further amount as will, in the opinion of Trade Centre Limited, compensate the Supplier for reasonable expenses continuing after the date of termination, less any amounts that have been previously paid to the Supplier under article 2.

4. COPIES

4.1 In the event of termination of the Agreement, or of the completion by the Supplier of the services outlined in article 1, the Supplier shall deliver to Trade Centre Limited all materials including, but not restricted to, all research, reports, papers, tapes, films, and all input data or other information submitted to the Supplier or developed by the Supplier in performance of this Agreement, whether in draft or completed form.

5. CONFIDENTIALITY

5.1 The Supplier shall keep private, treat as being confidential, and not make public or divulge during as well as after the term of this Agreement, any information or material to which the Supplier or staff becomes privy as a result of acting under this Agreement without having first obtained Trade Centre Limited's consent thereto in writing. Such information shall be provided strictly and solely to those people who are assigned to the performance of the services outlined in Schedule "B", Scope of Work.

6. INDEPENDENT CONTRACTOR

6.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Supplier is engaged as an independent contractor and is not nor shall be deemed to be an employee, servant or agent of either Trade Centre Limited or Scotiabank Centre.

7. LIABILITY

7.1 Trade Centre Limited shall not be liable for any injury or damage (including death) to the perFQn for the loss of damage to the property of the Supplier in any manner based upon, occasioned by, or in any way attributable to the Supplier's services under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of a representative of Trade Centre Limited while acting within the scope of his employment.

7.2 The Contractor will agree to indemnify and save harmless the Customer from all actions, suits, claims and demands, costs and damages arising by reason of injury or death to any perFQn, or damage to or loss of any property arising out of or attributable to any act, omission, neglect, or default of any Contractor staff provided under the Agreement.

7.3 The Supplier shall use due care in processing Trade Centre Limited's work. The Supplier shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless caused by the Supplier's negligence.

8. PERFORMANCE

- 8.1 The Supplier shall faithfully, honestly, and diligently service Trade Centre Limited during the period of this Agreement.
- 8.2 Trade Centre Limited reserves the right to demand that the Supplier replace any individual who is working the project and who is found to be unsuitable in Trade Centre Limited's sole discretion.

9. TITLE AND ACCEPTANCE

- 9.1 Except as otherwise provided in this Agreement, title to the product defined in Schedule "B" attached hereto or any part thereof shall vest in Trade Centre Limited upon delivery to and acceptance by Trade Centre Limited. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for shall vest and remain with Trade Centre Limited. The Supplier shall be responsible therefore, it being understood and agreed that such vesting of title in Trade Centre Limited shall not constitute acceptance and shall not relieve the Supplier of its obligations to perform the work in conformity with the requirements of this Agreement.

10. PRODUCTS TO BE DELIVERED

- 10.1 Under the Agreement, the Supplier will deliver the items/services as referred to in Schedule "B" attached hereto to Trade Centre Limited, and these items/services shall conform to the format and standards established by Trade Centre Limited during the course of the Agreement and conveyed to the Supplier by notice.
- 10.2 No work shall be considered complete until it has been accepted and approved in writing by Trade Centre Limited.

11. FORCE MAJEURE

- 11.1 The Supplier shall not be liable for failure to provide the services outlined in Schedule "B" if such failure is due to causes beyond its reasonable control if, and only if, Trade Centre Limited is notified within five (5) days in writing of the existence of such a failure, its causes and the reasons for its being beyond the reasonable control of the Supplier.

12. ASSIGNMENT

- 12.1 The Supplier shall not assign nor sublet this Agreement or any part thereof without the written permission of Trade Centre Limited.

13. NOTICES

- 13.1 All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt

requested, to the Supplier hereto at the address provided or to such other address as designated by a party by notice pursuant hereto. Nothing in this section shall prevent notice from being given by other means.

14. TIME SHALL BE OF THE ESSENCE

14.1 Time shall be of the essence of this Agreement, provided that the time for completing any of the work that has been or is likely to be delayed by reason of Force Majeure may be extended at Trade Centre Limited's discretion if the other terms of this contract are satisfied.

15. ENTIRE AGREEMENT

15.1 This Agreement and the Schedules attached hereto or referred to herein constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties. No representation or statement not expressly contained herein shall be binding upon either party.

15.2 The Schedules attached hereto form an essential part of this Agreement.

16. GOVERNING LAWS

16.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

17. CONSENT TO BREACH NOT WAIVER

17.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or a continuation of the same breach unless expressly stated.

18. PARTIAL INVALIDITY

18.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at Trade Centre Limited's option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

19. DEFINITION OF SUPPLIER

19.1 References to the Supplier shall include employees, servants and agents of the Supplier, independent contractors to the Supplier and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

20. SECURITY AND PRIVACY

20.1 The Supplier shall comply with all security and privacy procedures and policies of Trade Centre Limited as they may be, from time to time, forwarded to the Supplier.

21. AUTHORITY

21.1 The signatories of this Agreement hereby warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the signatory signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

22. SUB-CONTRACTS

22.1 Work may only be sub-contracted with the approval of the Owner.

22.2 The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his Sub-Contractor and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him.

22.3 In view of this responsibility for the acts and omissions of his Sub-Contractors, the Contractor shall not be obliged to employ as a Sub-Contractor any person or firm to whom he may reasonably object.

22.4 Nothing contained in the Contract Documents shall create any contractual relation between any Sub-Contractor and the Owner.

23. RELATIONS OF CONTRACTOR & SUB-CONTRACTOR

23.1 The Contractor agrees to bind every Sub-Contractor by the terms of the Contract Documents, as far as applicable to his Work.

24. PERMITS, NOTICES, LAWS & RULES

24.1 The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work.

24.2 The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety, and, if the Specifications and Drawings are at variance, therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the Contract price.

25. MATERIALS, APPLIANCES AND EMPLOYEES

25.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the Work.

25.2 The Contractor shall not employ on the Work any unfit person or anyone not skilled in the Work assigned him.

26. EMERGENCIES

26.1 The Owner has authority to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life or of the structure or of adjoining property, he has authority to stop the progress of the Work and make such changes and to order such Work extra to the Contract or otherwise as may in his opinion be necessary.

27. CONTRACTOR'S LIABILITY INSURANCE

27.1 The Contractor shall maintain such insurance and pay such assessments as will protect him and the Owner from claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death and from claims for property damage which may arise from his operations under this Contract. The minimum limits of such insurance shall not be less than \$5,000,000.00 with respect to each occurrence or accident.

27.2 The liability insurance to be maintained by the Contractor shall include Comprehensive General Liability Insurance covering Premises and Operations Liability, elevators occurrence property damage, broad form property damage, broad form automobile, owners and contractors protective, blanket contractual, personal injury, contingent employers liability, cross liability clause, non-owned automobile liability and a 30 day notice of cancellation clause.

27.3 All liability insurance policies shall be written in such terms as will fully protect the Contractor and the Owner.

27.4 Prior to commencement of any Work hereunder, the Contractor shall file with the Owner **a copy of each insurance policy and certificate required**. All such insurance shall be maintained until final completion and acceptance of the Work including the making good of faulty Work or materials.

28. OFFERS OF EMPLOYMENT

28.1 Each party to this Agreement, throughout the term of the Agreement and for a period of six months thereafter, hereby undertakes that, without the prior written approval of the other party, it shall not induce any employee(s) of the other party to terminate his or her employment with the other party.

END SECTION II

SECTION III: Special Project Procedures

NOTE: These instructions apply only to those Requests for Quotes that reference them specifically.

1.01 GENERAL

- .1 Execute each part of the Work by Tradesmen specialising in such Work, in accordance with these Specifications for Similar Work where applicable.

1.02 OCCUPANTS' USE OF EXISTING BUILDING

- .1 The existing building will remain in full use and occupancy throughout the duration of construction of the new Work.
- .2 Maintain existing exits and ensure that proper and safe means of egress from all parts of existing building to open spaces are provided at all times to the approval of jurisdictional authorities.
- .3 Do not jeopardise security of existing building during the Work.
- .4 Execute Work at approved times and as mutually agreeable by the Owner's representative, so not to inconvenience his occupation or in any manner hinder his use of building.
- .5 Give the Owner's representative 24 hours notice of intention to commence Work.
- .6 Execute Work as quietly as possible in and around existing building at all times it is occupied. Schedule noisy operations with the Owner's representative to achieve least disturbance to occupants.

1.03 PROTECTION

- .1 Ensure protection of existing building by means sufficiently substantial to prevent damage by falling objects, demolition, and mandatory construction traffic during new Work.
- .2 Ensure protection of property in, or on, existing building, including equipment, furniture and other similar furnishings, hardware, trim, and supplies, whether fixed to building or not.
- .3 Take all precautions to ensure that no structural damage is caused to existing building by demolition and by new construction.

1.04 REMOVAL OF EXISTING WORK

- .1 Remove building elements, components, materials, and equipment and relocate, as indicated.
- .2 Store and protect relocated items until built into new locations.
- .3 Limit removal of items to smallest areas possible, and make good disturbed existing Work.

- .4 Salvageable items may not be used in new Work.
- .5 Should any items be identified for salvage prior to demolition, protect same from damage and deliver to location directed by the Owner's representative.
- .6 Materials recovered from Work in existing building, and which are not relocated shall become the property of the Contractor and shall be disposed of away from site.
- .7 Remove debris and accumulated dirt from existing building immediately as it accumulates. Ensure that during removal operations existing Work is not damaged and dirt, debris and dust are not spread.

1.05 NEW & REPLACEMENT WORK

- .1 Make good materials, and prepare surfaces and refinish all finished surfaces damaged, marred, replaced, or otherwise remedied in the existing building.

1.06 CONTRACTOR'S USE OF EXISTING BUILDING

- .1 Limit access of construction personnel to existing building only at approved locations.
- .2 Ensure that construction personnel perform Work in existing building only as required under the Contract; and that they do not use it as access to Work areas, except for Work in existing building, or for other purposes.
- .3 Construction personnel shall use areas of the existing building for their purposes only as directed and only while Work is in progress. Prohibit lounging and smoking in assigned areas. Keep assigned areas clean under Work of Contract, and return them to an "as was" condition at completion of construction. Make good damage to building, fixtures and fittings caused during use by construction personnel by replacement with New Work. Include cost of installation and making good of other Work thereby affected in replacement.
- .4 This Contractor is to use only designated toilet facilities.

1.07 SERVICES IN EXISTING BUILDING

- .1 Ensure that existing services are not damaged during demolition and construction. Arrange with mechanical and electrical contractors to immediately cut off and cap concealed services uncovered during Work.
- .2 Do not interrupt mechanical or electrical services of the existing building except for temporary close-downs to accommodate the new Work, and as approved in writing by prior arrangements. Give Owner's representative two working days notice in writing of intention to interrupt mechanical or electrical services in existing building in any area.
- .3 In no case shall service interruptions affect the total building.

- .4 Should existing services be accidentally uncovered and disrupted, make complete restoration immediately, and ensure adequate protection to avoid further disruption until alternative means of providing permanent continuation of the services are made.
 - .1 Make payment for Work specified in the foregoing at no additional cost, if, in the opinion of the Owner's representative, such Work could have been foreseen at time of tendering and which has been caused by lack of proper care and protection.
 - .2 Payment for Work specified in the foregoing will be paid for as changes in the Work at standard rates established in the industry if, in the opinion of the Owner's representative such Work could not have been foreseen at time of tendering.
- .5 Unless otherwise specified, restores services on which Work is performed to original condition.

END SECTION III

SCHEDULE “A”: Contractor Requirements

1.a WHMIS REQUIREMENTS:

Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labeling and provision of materials safety data sheets acceptable to Labour Canada and Health & Welfare Canada.

Provide, upon delivery of materials, a current copy of all WHMIS data sheets for any and all hazardous materials delivered, handled, stored and used at the site.

1.b SAFETY REQUIREMENTS:

The Contractor shall ensure that adequate peRFQnal protective equipment and devices required for an assigned task are used, based on the nature of the task, the location and conditions of the work place and any hazards that may affect the health and safety of people in the workplace.

Where peRFQnal protective equipment or devices are required under the Nova Scotia Occupational Health & Safety Act, the Contractor shall ensure that the employee receives adequate training in the proper use and care of the peRFQnal protective equipment or devices; and the employee wears or uses the peRFQnal protective equipment or devices in accordance with the instruction and training provided.

The Contractor shall ensure that all peRFQnal protective equipment or devices used are maintained by a competent peRFQn, and are tested or visually inspected before each use in accordance with the Manufacturer’s specifications.

1.c. CONTRACTOR POLICY:

Contractors working at Trade Centre Limited shall, prior to starting **ANY WORK**, complete a Pre-Job Hazard Assessment that identifies all hazards and potential hazards and the action taken to control them **FOR EACH VISIT/WORK DONE ON TCL PROPERTY.**

Contractors will conform to the Occupational Health & Safety Act of Nova Scotia and all the requirements appertaining, thereto, and all applicable codes and regulations. Contractors may be asked to provide documentation to Trade Centre Limited to verify compliance with this policy.

Contractors will complete a daily Work-Site Fall Protection Inspection where their work requires it.

General Inspections and Tool Box Meetings shall be carried out according Trade Centre Limited policies.

2 WORKERS COMPENSATION BOARD OF NOVA SCOTIA

Prior to commencing work, the Contractor must present to Trade Centre Limited Certificate(s) of Contractors Registration with Workers Compensation Board of Nova Scotia as applicable to the contractor and sub-contractors.

3 INSURANCE, CONTRACTORS GENERAL LIABILITY

Prior to commencing work, the Contractor must present to Trade Centre Limited a Certificate of Insurance, Comprehensive General Liability, **\$5,000,000.00**, all inclusive.

We/I acknowledge all requirements in Schedule "A" and agree to conform to the Occupational Health & Safety Act and acknowledge that We/I may be asked to provide documentation for verification.

Bid is void if Schedule "A" is not acknowledged properly.

Acknowledged by:

Contractor: _____
Print/Sign

Company Name: _____

Date: _____

END SCHEDULE "A"

SCHEDULE “B”: Scope of Work

1. GENERAL CONDITIONS

- 1.1 The general conditions of the Contract, as well as provisions at the beginning of these specifications, shall be deemed to apply and be a part of this section of the specifications.

2. SCOPE OF WORK

WINDOW CLEANING SERVICES for the following properties managed by Trade Centre Limited:

- World Trade and Convention Centre, Trade Centre Office Tower, and Scotiabank Centre.

2.1 Services to include, but, not limited to:

- Annual exterior window cleaning of the Trade Centre Office Tower (TCOT), World Trade and Convention Centre (WTCC) and Scotiabank Centre (SBC).
- WTCC – Monthly cleaning of street-level windows and entrance ways. – see detail below.
- WTCC – Semi-Annual cleaning of “Atrium-side” Level 2 and Level 3 glass inserts/railing glass between brass posts.
- SBC – Monthly cleaning of Brunswick Street entrance ways. – see detail below.
- SBC – Quarterly Cleaning of Scotiabank Centre Lounge (formerly Fortress Lounge) Azuria glass wall – inside and out.
- SBC – Quarterly cleaning of East & West SkyBoxes, and Executive Suite glass inserts, as requested.
- Additional window cleaning, as requested. Prior to commencing additional requests, the successful bidder will be asked to submit a quote.

2.2 Annual exterior window cleaning of the Trade Centre Office Tower (TCOT), World Trade and Convention Centre (WTCC), and the Scotiabank Centre (SBC).

Scotiabank Centre

- All high bay glass, Brunswick St. - interior and exterior as well as entranceways;
- Interior and exterior glass of “Poutinerie” Club Room on the north east concourse;
- Both sides, High Bay glass between the east concourse and the King Club (formerly Sport's Bar);

- North and south entrances of the King Club, concourse level (interior and exterior);
- North and south entranceways, Mezzanine level:
- Suite 1201 entrance – both doors and glass wall;
- Halifax Moosehead's Administration offices entrance – both doors and glass wall
- North entranceway, east end of building, ice level;
- Exterior windows of Halifax Mooseheads Administration offices, located on the north mezzanine level.

World Trade & Convention Centre - & - Trade Centre Office Tower

- North and south entranceways, Promenade;
- Duke & Argyle St. main lobby interior/exterior glass and high bay glass;
- All exterior glass – 1st – 3rd floors, World Trade & Convention Centre;
- All exterior Trade Centre Office Tower glass – 4th – 8th floors, including the exterior glass of the Elevator Tower.
- Exterior glass windows 6th to 8th floors overlooking Sport's bar. To be done every second year;
- Exterior glass of three passenger elevators as well as glass around elevator pit Atrium;
- Exterior & interior glass along Argyle St, Carmichael St. and Duke St.;
- Levels 2, 3, and Downtown Link glass inserts (both sides);
- Interior glass of main Summit Suite and meeting rooms, 8th floor.

Note:

- Date and time for cleaning of Summit Suite and Meeting Rooms on 8th floor to be co-coordinated once Tender awarded.
- Date and time for cleaning of exterior elevator glass to be co-coordinated once Tender awarded.
- **All work to be completed prior to June 23rd of each year.**

2.3 WTCC - Monthly cleaning of street level windows and entrance ways.

- All first and second floor exterior glass windows along Argyle St., exteriors only;
- Argyle St. Main lobby entrance. All glass doors and side lites, inside and out; Excluding the high bay glass;
- Exterior side of the second floor Boardroom glass windows on Carmichael;
- All first floor glass windows in the Duke and Argyle St. lobby inside and out;
- All glass doors and side lites in the Duke and Argyle lobby, inside and out;

2.4 SBC – Monthly cleaning of Brunswick St. entrance ways.

- All exterior glass doors and side lites, inside and out.

2.5 **SBC – QUARTERLY cleaning of Scotiabank Centre Lounge (formerly Fortress Lounge) Azuria glass wall, East & West SkyBoxes, and Executive Suite glass inserts.**

- Azuria glass wall in Scotiabank Centre Lounge - inside and out;
- Glass inserts in the East and West SkyBoxes and Executive Suites – both sides;

Note: Appropriate PPE is mandatory when cleaning these areas.

2.6 **The successful Contractor will be required to submit material invoices from supplier if requested by Trade Centre Limited.**

Contractors will be responsible for the supply of all tools & equipment necessary to complete specified repairs.

The successful contractor must provide 24 hour emergency service, as required.

Contractors will be responsible for filling out Contractor Data Records (CDR's) when they are working on Trade Centre Limited property. They can be found at the Carmichael St. Security desk in the Scotiabank Centre, at the Duke St. Security room in the World Trade & Convention Centre, and the Administration office at Exhibition Park. One copy will be left at TCL and one copy will go with the Contractor.

A CDR must be with each corresponding Invoice that is sent to TCL for payment. If the work is a quoted job, identify it as such on the CDR and the Invoice.

3. **EXAMINATION**

- 3.1 Examine surfaces and report any defects to the Building Services Supervisor.
- 3.2 The Contractor to fix, level and make good any surface irregularities and defects as directed by the Building Services Supervisor.

4. **PROTECTION**

- 4.1 Protect Work against disfiguration, contamination or damage by abuse or harmful materials.
- 4.2 Protect the Work of other trades from damage by this trade during installation.
- 4.3 Deliver and store materials undamaged in original wrappings or containers with manufacturer's labels and seals attached for inspection.
- 4.4 Protect floors from damage and/or staining via polyethylene film.
- 4.5 The Contractor shall not permit any part of the structure to be loaded with a weight that will endanger its safety.
- 4.6 The Contractor shall comply with the Owner's instructions regarding signage, advertisements, fire and smoking.

5. **CLEAN UP**

- 5.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or Work and at the completion of the Work, the Contractor shall remove all rubbish from and about the

building and all his tools, scaffolding and surplus materials, leaving the Work area clean to the satisfaction of the Owner. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

6. USE OF PREMISES

- 6.1 The Contractor shall confine his tools and equipment, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials.
- 6.2 The Contractor shall not endanger any existing Work by cutting, digging or otherwise and shall not cut or alter the Work of any other Contractor without the consent of the Owner.

7. OWNER'S RIGHT TO DO WORK

- 7.1 If the Contractor should neglect to undertake the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost, thereof, from the payment then or thereafter due the Contractor.

8. GUARANTEE

- 8.1 Guarantee all workmanship and materials provided in writing against all defects for a period of one year from the date of acceptance by the Owner. Provide Owner with a copy of any applicable manufacturer's warranties.

END SCHEDULE "B"

SCHEDULE “C”: Bid Submission Form

The undersigned Contractor agrees to provide all necessary materials, equipment, tools, labour, incidentals and other means of construction to do all the work of the specified requirements which are necessary to complete the work in accordance with the Specifications and agrees to accept, therefore, as payment for all goods and services purchased under this contract at the rates as outlined below:

PLEASE NOTE: Trade Centre Limited will not be reading out the submitted bid prices at the Tender closing/opening

Contractors working at Trade Centre Limited shall, prior to starting **ANY WORK**, complete a Pre-Job Hazard Assessment that identifies all hazards and potential hazards and the action taken to control them **FOR EACH VISIT/WORK DONE ON TCL PROPERTY.**

The successful proponent is required to notify Trade Centre Limited’s Building Services Supervisor at least 1 week in advance of ANY work to be done on TCL Property.

Year 1

<u>ITEM</u>	<u>COST</u>
1. WTCC/TCOT – Annual exterior window cleaning of the Trade Centre Office Tower & World Trade & Convention Centre.	\$ _____
2. WTCC – Monthly cleaning of street-level windows and entrance-ways (12 x \$ _____) Total =	\$ _____
3. SBC – Annual exterior cleaning of the Scotiabank Centre	\$ _____
4. SBC – Monthly cleaning of the Brunswick St. street-level windows and entrance-ways. (12 x \$ _____) Total=	\$ _____
5. SBC – Glass Inserts – East & West SkyBoxes & Executive Suites – Quarterly cleaning – inside and out (4 x \$ _____) Total =	\$ _____
6. SBC – Quarterly cleaning of the Scotiabank Centre Lounge – Azuria Glass Wall – inside and out (4 x \$ _____) Total =	\$ _____

Year 2

ITEM

COST

1. WTCC/TCOT – Annual exterior window cleaning of the Trade Centre Tower & World Trade & Convention Centre. \$ _____

2. WTCC – Monthly cleaning of street-level windows and entrance-ways (12 x \$ _____) Total = \$ _____

3. SBC – Annual exterior cleaning of the Scotiabank Centre \$ _____

4. SBC – Monthly cleaning of the Brunswick St. street-level windows and entrance-ways. (12 x \$ _____) Total= \$ _____

5. SBC – Glass Inserts – East & West SkyBoxes & Executive Suites – Quarterly cleaning – inside and out (4 x \$ _____) Total = \$ _____

6. SBC – Quarterly cleaning of the Scotiabank Centre Lounge – Azuria Glass Wall – inside and out (4 x \$ _____) Total = \$ _____

Year 3

ITEM

COST

1. WTCC/TCOT – Annual exterior window cleaning of the Trade Centre Office Tower & World Trade & Convention Centre. \$ _____

2. WTCC – Monthly cleaning of street-level windows and entrance-ways (12 x \$ _____) Total = \$ _____

3. SBC – Annual exterior cleaning of the Scotiabank Centre \$ _____

4. SBC – Monthly cleaning of the Brunswick St. street-level windows and entrance-ways. (12 x \$ _____) Total= \$ _____

5. SBC – Glass Inserts – East & West SkyBoxes & Executive Suites – Quarterly cleaning – inside and out (4 x \$ _____) Total = \$ _____

6. SBC – Quarterly cleaning of the Scotiabank Centre Lounge – Azuria Glass Wall – inside and out (4 x \$ _____) Total = \$ _____

COMMENCEMENT DATE:

1st July, 2015

TERMINATION DATE:

30th June, 2016

Addendum Acknowledgement – If Applicable

The Contractor hereby acknowledges receipt of the following addenda. Bid is VOID if addenda are not acknowledged properly.

ADDENDUM #	DATE	# OF PAGES
_____	_____	_____
_____	_____	_____

COMPANY NAME & ADDRESS (Print or type.)

Phone: _____
 Fax: _____

HST # _____ Email: _____

Dated this: _____ day of _____, 2015

Signed: _____
Print & Sign

WINDOW CLEANING SERVICES
#: TCL-WindowClean-15

THIS SECTION FOR TCL USE ONLY.

- Check if included.
- ① Insurance Certificate
 - ② Workers Compensation Certificate(s)
 - ③ NSCSA Certificate(s) (*if applicable*)

OPENED IN THE PRESENCE OF: _____

Dated this _____ day of _____, 2015

Signed _____

END SCHEDULE "C"