



CONFEDERATION CENTRE OF THE ARTS
CENTRE DES ARTS DE LA CONFÉDÉRATION

Request for Proposal (RFP)

Custodial Services For Confederation Centre of the Arts

RFP Issue Date: **August 24, 2021**

Submissions Due: **October 1, 2021 at 4:00 P.M. ADT**

Proposals must be submitted to:

Kelly Dawson

Chief Operations Officer

Confederation Centre of the Arts

145 Richmond Street, Charlottetown, PEI C1A 1J1

kdawson@confederationcentre.com

A digital copy of this document is currently available online at:

<https://confederationcentre.com/tendering-rfp/>

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1. INTRODUCTION

For more than 55 years, Confederation Centre of the Arts (“Confederation Centre” or “the Centre”) has been providing Canadians and visitors with an opportunity to experience the multiple cultures, histories, stories, and contexts of Canada’s origins and evolution. Through engaging visual arts exhibitions, theatrical performances, music, dance, education and heritage programming, Confederation Centre of the Arts is Canada’s hub for learning about how this nation was formed, and how our identity continues to evolve.

As Canada’s living monument to confederation, the Centre has the responsibility to learn and evolve with the country. We learn from the stories, images, and cultures of all Canadians, and celebrate this learning by connecting through the arts.



The Centre’s physical footprint in the downtown core not only includes the main structure but also a second property across the street.

For many years, the Mackenzie Theatre (“The Mack”) has been a popular live performance venue and rehearsal space for local performing artists. While it is best known for its supporting role in the Charlottetown Summer Festival and Live @ the Centre, this 200 seat cabaret style theatre has been a public gathering space for over ninety years.

When not being used for performances, this three storey structure is used as a rehearsal space for the Centre’s performing arts programming, arts education, and choral music program.



Confederation Centre owns a third property known as the Scene Shop. Built in 2000 and located in the West Royalty Industrial Park, the Scene Shop is used for set design and construction along with providing storage space for props.



The Centre invites contractors to provide a proposal for the supply of the goods (if any) and services described in [Appendix A](#) (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the Centre. An organization that submits a proposal (the "Contractor") should prepare a proposal that meets the minimum requirements, and may as it may choose, also include goods, services or terms that exceed the minimum requirements.

Further to this, the Contractor must be willing to sign the agreement template outlined in [Appendix D](#) containing required terms and conditions of the agreement with the Centre.

2. SCHEDULE OF EVENTS

The following estimated schedule applies to this RFP.

| Description | Estimated Dates |
|--------------------------------------|--------------------|
| Issuance of RFP Documentation | August 24, 2021 |
| On-Site Visit | September 13, 2021 |
| Deadline for RFP Questions | September 24, 2021 |
| RFP Date for Submission of Proposals | October 1, 2021 |
| Commencement of Proposal Evaluation | October 4, 2021 |
| Selection of Preferred Contractor | October 15, 2021 |
| Estimated Commencement Date | November 1, 2021 |

The Centre reserves the right to make changes to the above estimated schedule. All such changes shall be made by an addendum as per [Section 7](#).

3. ADDRESS FOR DELIVERY

A proposal should be labelled with the Contractor's name and RFP title. The Contractor may submit a proposal either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the proposal electronically in a single document which must be delivered to the Centre by email at: kdawson@confederationcentre.com.

PDF emailed proposals are preferred and the Centre will confirm receipt of emails. If sending large email attachments and you do not receive a receipt confirmation, Contractors should phone [902 628 6133] to confirm receipt. A Contractor bears all risk in the successful delivery of the proposal.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit two copies which are to be delivered to the following address:

Confederation Centre of the Arts
C/O Kelly Dawson
Chief Operations Officer
145 Richmond Street
Charlottetown, PE
C1A 1J1

4. DATE

All proposals must be received on or before **October 1, 2021 at 4:00 P.M. ADT**. Proposals submitted will be opened privately. Proposals received after the closing time will be disqualified regardless of the reason for their lateness. Ensuring that the proposal is delivered by the closing time is the sole responsibility of the contractor.

Proposals may be amended or withdrawn by email or other written communication prior the date and time of closing provided that:

- It is received in the office stipulated on or before the date and time identified for closing.
- It sets out concise details of all changes.
- It is signed by authorized representatives of the organization.
- Any revision resulting in an increase in the tendered price must be accompanied by a corresponding increase in the contract security.

5. SITE VISITS

Contractors are invited to examine Confederation Center and The Mack under this RFP prior to submitting a proposal. The Contractors should fully acquaint themselves with all existing conditions reasonable inferable from examination of the sites and their surroundings and the RFP and to make allowance for such conditions in the proposal. By submitting a proposal, the Contractor's proposal represents that it has examined the facilities fully as to all conditions, contingencies, risks and circumstances which might influence or affect the performance of services. No extra payment will be made to the Contractor, above the Contract Price, for costs resultant from failure to determine the conditions that effect the work.

Bidders are expected to attend the site inspection on **Monday, September 13 at 1:30 pm local time** at the Hambly Boardroom of Confederation Centre. Attendance will be limited to two (2) representatives per organization.

6. INQUIRIES

All inquiries related to this RFP should be directed via email to the person named below (the "**Centre Representative**"). Information obtained from any person or source other than the Centre Representative may not be relied upon.

Name: Kelly Dawson
E-mail: kdawson@confederationcentre.com
Reference: CCOA – Custodial Services RFP

All questions related to the scope of work, facilities, or contract terms and conditions received outside of the on-site visit will be posted on the Confederation Centre Website at <https://confederationcentre.com/tendering-rfp/> thus allowing all Contractors the opportunity to access the same information for the purposes of proposal development. It is the responsibility of the Contractor to check the Centre's Website for Q&A postings. The final posting (if required) will be uploaded no later than Monday, September 27 at 4:00 pm local time.

7. ADDENDA

If the Centre determines that an amendment is required to this RFP, the Centre's Representative will issue a written addendum by posting it on the Confederation Centre Website at <https://confederationcentre.com/tendering-rfp/>. It is the responsibility of the Contractor to check the Centre's Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Contractor. By delivery of a proposal, the Contractor is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting proposals, and for any meetings, negotiations or discussions with the Centre or its representatives and consultants, relating to or arising from the RFP. The Centre will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a proposal, a Contractor represents that it has the expertise, qualifications, resources, financial stability, and relevant experience to supply the Goods and Services. The Centre reserves the right to request further information, prior to the contract award, as evidence of qualification and proven service delivery for facilities similar in size and complexity as the Centre.

All work included in the contract must be performed by the Contractor as subcontractors will not be permitted.

10. PROPOSAL SECURITY

Each proposal must include:

- 10.1 A bid bond, in an approved form and from a company whose bonds are acceptable by Confederation Centre, in an amount not less than 10% of the proposed amount, or, in the case of a multi-year proposal, 10% of the first-year proposed amount;
- OR**
- 10.2 A security deposit, in the form acceptable to Confederation Centre (e.g. irrevocable letter of credit, certified cheque), in an amount that is equal to:
 - 10.2.1 Not less than 10% of the proposed amount or in the case of a multiple year tender, 10% of the first year tendered amount, or

- 10.2.2 \$25,000 plus 5% of the amount by which the tender exceed \$250,000, when the tendered amount or the first year amount of a multiple year exceeds \$250,000.
- 10.3 Confederation Centre does not pay interest on security deposits (bid bonds).
- 10.4 All securities will be returned except that of the successful contractor, which will be retained until the contract is signed.
- 10.5 The security instrument (i.e. bid bond or security deposit) is required in the event that the contractor refuses to sign the contract which contains performance guarantees. In this case, the security shall be forfeited to Confederation Centre.

11. CONFLICT OF INTEREST

A Contractor should disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the Centre, its Board, or employees.

12. CONFIDENTIALITY

All proposals will be held in confidence by the Centre unless otherwise required by law. Contractors should be aware that the Centre is subject to the *Freedom of Information and Protection of Privacy Act (FOIPP)* of Prince Edward Island.

13. SIGNATURE

The legal name of the person or firm submitting the proposal should be inserted in the proposal. The proposal should be signed by a person authorized to sign on behalf of the Contractor.

14. PROPOSAL CONTENT

Further to the proposal content itemized above, Contractors must include the following information in the proposal:

- 14.1 Statement of Financial Security – Each Contractor must provide three financial references including at least one chartered bank and/or other reputable financial firm. Reference information should include Organization Name, Address, Telephone Number, and Contact Name.
- 14.2 Statement of Experience – Each Contractor must provide at least three customer references demonstrating their experience in the work to be completed in this contract. Customer Reference information should include Customer Company Name, Contact Name, Telephone Number, Address, Square Footage, Spaces Cleaned as part of contract, and Contract Start and End Date(s).
- 14.3 Equipment List – As part of the proposal, the Contractor must indicate what equipment will be utilized to conduct the work as part of the contract and any expectations for on-site storage.
- 14.4 Confirmation of Insurance – Each Contractor must provide a letter from their insurer confirming the insurance policy(ies) coverage, in the required amounts, endorsements and duration as set forth in [Appendix D](#) (“the Contract”), will be available and certified as in force within fourteen (14) days of the Contract being awarded to the Contractor. Copies of policy(ies) will be provided as soon as possible thereafter.
- 14.5 Costing – As part of the proposal, the Contractor must provide a cost breakdown in the following manner:

| Year | Estimated Weekly Hours (A) | Hourly Cleaning Rate* (B) | Weekly Charge (C = A*B) | Weeks/ Year (D) | Annual Cleaning Cost (E = C*D) | HST |
|-------------------|----------------------------|---------------------------|-------------------------|-----------------|--------------------------------|-----|
| 1 | | \$ | \$ | 52 | \$ | \$ |
| 2 | | \$ | \$ | 52 | \$ | \$ |
| 3 | | \$ | \$ | 52 | \$ | \$ |
| TOTAL COST | | | | | \$ | |

*The hourly cleaning rate shall include all labour, materials, supplies, equipment, tasks, overhead, and profit. The hourly cleaning rate shall not include HST. Any increases or decreases to the cleaning hours will be at the specified hourly rate.

15. NO CONTRACT

This RFP is simply an invitation for proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFP or the submission of a proposal.

16. PROPOSAL EVALUATION

Confederation Centre reserves the right to evaluate proposals on the basis of criteria of its own choice, in its sole discretion, provided only that the reasons for selection shall not be frivolous, irrelevant, or malicious.

17. ACCEPTANCE OR REJECTION OF PROPOSALS

Confederation Centre reserves the right to reject any or all proposals, to waive irregularities and informalities at its discretion and to accept the proposal that it deems to be in its best interest. The lowest proposal will not necessarily be automatically accepted as the winning submission.

A proposal may be rejected for any of the following reasons:

- Incomplete proposal.
- Costs are omitted or lack consistency throughout the proposal.
- Insufficient guarantees.
- Evidence of inadequate experience, or capacity to perform the contract, or failure to qualify under conditions of the RFP.

Proposals shall remain open to acceptance and irrevocable for a period of sixty (60) days after the closing date.

The costs proposed include and cover all customs duties, federal, provincial and municipal taxes, royalties, handling, transportation, overhead, profit, and all other charges incurred to perform the work.

In the event there is a calculation error in the extension of unit prices, the unit price shall govern. The final amount shall be the total resulting from the correct addition of individual lump sum prices and unit price extensions.

18. INSURANCE

On award of the contract, the Contractor must provide evidence of insurance coverage as per the requirements indicated in [Appendix D](#) (“the Contract”). No invoice from the Contractor will be paid until such time as satisfactory proof of insurance has been provided.

19. GOVERNING TAXES

The proposal amount is inclusive of all applicable Federal, Provincial, and Municipal taxes (subject to any additions or deductions provided for in the Offer and Acceptance, the Terms of Payment or the General Conditions) except that in the event of a change in any tax imposed under the Excise Act, the Old Age Security Act, the Customs Act or the Customs Tariff made public after the date this proposal was made or delivered or if this proposal is revised, the date of the last revision.

The Harmonized Sales Tax (HST) is NOT to be considered an applicable tax for the purpose of arriving at the proposed price, but is to be identified separately. Any amount to be levied against Confederation Centre in respect of the HST is to be shown separately on all invoices for goods supplied or services provided and will be paid by Confederation Centre. The successful Contractor must agree to remit any HST paid or due to Revenue Canada.

20. NEGOTIATIONS

The Centre may negotiate changes to any terms of a proposal, including prices, terms in [Appendix A](#), [Appendix B](#), and [Appendix D](#), and may negotiate with one or more Contractors or may at any time invite or permit the submission of proposals (including prices and terms) from other parties. Such negotiations shall not affect the irrevocability of this proposal which shall remain in full force and effect until such time as the proposal is accepted or the proposal expires or the Centre and the Contractor mutually agree in writing to any modified terms as a condition to the Centre’s acceptance of the proposal.

Confederation Centre may, in its sole discretion, negotiate and accept modifications to the validity period of any proposals without being required to negotiate or accept similar modifications with other Contractors.

21. AWARD OF CONTRACT

The contract award will not be made until all necessary investigation of the Contractor’s qualifications have been made and all requirements have been met.

In the event of failure or refusal on the part of the Contractor to perform this Contract upon notification of Contract award by the Centre, any security provided may be forfeited as set out, and any damages suffered by the Centre as a result of such failure or refusal will be recovered by the Centre, limited to the total value of the security deposit. Such failure or refusal includes the prompt submission of performance security and insurance certificates, and any other requirements of the Contract documents.

The proposal will be an offer to the Centre which the Centre may accept at any time by signing the copy of the contract as per [Appendix D](#) and delivering it to the Contractor. An agreement is not accepted by the Centre unless and until both the authorized signatory of the Contractor and the authorized signatory of the Centre have signed. Delivery of the signed Agreement by the Centre may be by e-mail or hard copy.

APPENDIX A – SPECIFICATION OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The Centre invites proposals from experienced and qualified Contractors for the provision of all supervision, labour, materials, and equipment required to conduct building cleaning services at Confederation Centre of the Arts, The Mack, and Scene Shop. The service schedule and quality standards are further defined in this Appendix.

2. LOCATIONS

The Contractor will perform the services outlined in Appendix A and [Appendix B](#) at Confederation Centre of the Arts (145 Richmond Street, Charlottetown), The Mack (128 Great George Street, Charlottetown), and Scene Shop (72 Hillstrom Avenue, Charlottetown). Property details for the three properties are included in [Appendix C](#).

3. SCOPE OF SERVICES

Generally, the services and goods to be provided include but are not limited to:

- 3.1 Confederation Centre of the Arts - The cleaning of all bathrooms, floors, walls, interior glass, furniture, and fixtures as set out in these documents. All offices, backstage area, public spaces (including the Theatre, Art Gallery, and Library), and rental spaces are included. The Theatre stage and outdoor grounds are excluded from this contract. Further to this, the Confederation Centre Library will be relocating by February 2022. As a result, the Library space cleaning requirements on the plaza and mezzanine levels will be included up to February 28, 2022, at which time, cleaning services for this space will be negotiated based on future use.
- 3.2 The Mack - The cleaning of all bathrooms, floors, walls, interior glass, furniture, and fixtures as set out in these documents. All offices, backstage area, public spaces, and rental spaces are included. The Mack stage and outdoor grounds are excluded from this contract.
- 3.3 Scene Shop - Cleaning of the bathroom. Due to the nature of the work conducted in this facility, the rest of the facility is excluded from this contract.
- 3.4 Supply all materials such as cleaning supplies, garbage bags, paper towels, toilet tissue, hand soap, hand sanitizer, etc.

Contractors shall be responsible for all work outlined in this specification of goods and services and in accordance with the required duties identified in [Appendix B](#).

4. STANDARD OF WORK

4.1 Qualified Personnel

- 4.1.1 The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested.

4.1.2 All work shall be performed in a professional manner and in accordance with good trade practice and must be continually acceptable to the Centre.

4.1.3 The Contractor shall provide Confederation Centre a list of names, qualifications, and experience for all individuals who will be performing cleaning work.

4.2 Cleaning Standards

4.2.1 General – The goal of these quality standards is to have a “no visible soil” condition. Under these standards, soil will be removed before being allowed to accumulate. A “no visible soil” level is in contrast to a “visible soil” level where soil is expected and is visible as in the loading dock and a “no soil” environment which is visibly clean from debris, dust, and dirt.

All staff members employed by the Contractor shall understand how to work: (1) around people engaged in the performance of their employment duties; (2) around patrons, and shall perform their duties in a courteous manner.

At a minimum, cleaning personnel shall:

- Knock before entering an office to clean, and then request permission to enter.
- Not vacuum in an office while someone is occupied on the telephone.
- Not vacuum or mop the floor in public areas while patrons are present, except in the case of spills or melting snow accumulation.
- Public washrooms are to be cleaned normally when the least amount of patrons are present in the specific pavilion. If the non-gender or gendered washroom is closed for cleaning, a sign must be posted indicating such and that an alternate facility is available.
- Signs are to be placed on floor advising of slipping hazard at all times when mopping is being carried out.

4.2.2 Furniture Cleaning

- Mainstage Seating – Seat armrests and back shall be clean and free from dirt and dust. Fabric seats shall be free from any stains or residue.
- The Mack Seating – Seats and tables shall be wiped down including table top surfaces, furniture legs, seat backs, and seat cushions. Fabric seats shall be free from any stains or residue.
- Catering and Conference Services Tables and Chairs – Similar to the Mainstage and The Mack, plastic chairs, tabletops, and furniture legs shall be wiped down and free of dirt and debris. Fabric chairs should be cleaned and free from stains or residue.

4.2.3 Floor Maintenance

- Vacuuming - Carpets shall be clean and free from dust, dirt and other debris. Mats shall be clean and carpet or rug area around and under mats shall be free of dust and dirt. Floor area under immediate edge of rugs shall be free of dirt and dust. Bare floors around rugs shall be clean. No dirt shall be left in corners, under furniture, behind doors or radiators.

- Sweeping/Dust Mopping/Cleaning: There shall be no dirt, trash or other matter left in corners, behind or under free standing radiators, under furniture or behind doors. Floors shall be free of dust film.
- Wet Mopping - All mopped areas shall be clean and free of surface stains, mop streaks and loose mop strands. Walls, baseboards and other surfaces shall be free of watermarks and splashing. Water or other cleaning solution shall not have been allowed to collect under furniture legs and cabinets.
- Stripping - There shall be no wax or finish buildup on the floor surface when stripped. The furniture (excluding file cabinets) shall be moved for complete floor coverage. Walls, baseboards and other surfaces shall be free of watermarks, splashing and scars from equipment.
- Waxing - The floor shall be free of streaks, mop strand marks, skipped areas and other evidence of improper application. The floor shall be clean and bright looking including in corners and under furniture. There shall be no residue on walls, baseboards, furniture and other surfaces.

4.2.4 Garbage Removal

- Wastepaper receptacles shall be emptied and cleaned. All interior garbage receptacles shall be emptied and cleaned.
- All garbage is to be removed from all buildings daily and disposed of in appropriate bins located in Confederation Centre's garage or bins located outside The Mack and Scene Shop.

4.2.5 Dusting

- There shall not be any dust or dust streaks on desks or other office furniture.
- All pictures, plaques, etc. shall be free of dust.
- Hand rails, radiators, window stools, door ledges, frames, louvers, baseboards and partition ledges shall be free of dust and stains.

4.2.6 Staff Kitchen Cleaning (Art Gallery Kitchenette, Operations Staff Kitchen, Admin Kitchenette, and Library Staff Kitchen)

- Counters, cabinets, appliances, and sinks shall be free of dust, spots, splash marks, streaks, and debris.

4.2.7 Catering Kitchen Cleaning

- Floors in the Catering Kitchen will be cleaned as per the Floor Maintenance section above. All other cleaning in this area will be the responsibility of the Centre.

4.2.8 Main Kitchen Cleaning

- Floors in the Main Kitchen will be cleaned as per the Floor Maintenance section above. All other cleaning in this area will be the responsibility of the Centre.
- Walls shall be free of dust, dirt, and debris.

5. WORK DAYS AND SCHEDULE OF EVENTS

5.1 General

Confederation Centre operates Sunday thru Saturday and is typically open to the public 8:00 am – 10:00 pm Monday – Saturday and 8:00 am – 6:00 pm on Sundays. The Mack is available internally Sunday – Saturday and to the public based on performing arts programming or catering and conference service’s needs.

5.2 Confederation Centre & The Mack Summer Schedule

During the summer period (June to September), there is a significant rise in activity due to the annual Charlottetown Festival which brings thousands of patrons to the Mainstage and The Mack. Because of this high influx of patrons, cleaning efforts rise significantly to ensure both facilities are presented in the best possible way. A typical festival season starts in mid-June and runs until the end of September with Mainstage performances available 6 nights per week and 2 matinees per week. The Mack hosts performances 6 nights per week.

In addition to the Summer Festival, Arts Education offers visual arts, dance, and performing arts camps to students located in the Schurman Family Studio, The Mack Rehearsal Hall, and Mawson Hall. Camps tend to run from July to August Monday to Friday.

Catering and Conference services also contributes to the volume of patrons averaging about 250 events each summer. Out of these 250 events, 10 – 20 are weddings (typically hosted in Memorial Hall), 10 – 20 are large conferences (typically hosted in Memorial Hall, Studio 1, Studio Lounge), and the remaining are bus tours and single day meetings (typically hosted in Studio 1, Hambly Boardroom, or Memorial Hall).

5.3 Confederation Centre & The Mack Winter Schedule

For the period October 1 to May 31, the number of performances on the Mainstage and The Mack decreases to approximately 50 – 60 events with more occurring in the months of December, April, and May.

Arts Education focuses on their Dance Umbrella programming (6 days/37 classes/week) located in both Studio 2 and Mawson Hall and weekend Visual Arts Education events in the Schurman Family Studio.

Finally, Catering and Conference services averages 150 events primarily Christmas receptions and single day meetings utilizing Memorial Hall, Studio 1, and on occasion, The Mack.

5.4 Scene Shop Schedule

While the Scene Shop schedule is similar to performance spaces, its peak activity is slightly different. From April 1 – October 15, the Scene Shop experiences the most activity with the construction of sets and relocation of props. The heaviest activity is in April and May with more sporadic work occurring the remainder of this period.

During the October 15 – March 31 period, the level of activity drops significantly as the type of activity changes to construction of sets for local theatres upon request.

Those accessing the facility are maintenance staff and crew members only.

5.5 Communication

Cleaning tasks are expected to fluctuate to suit the changing schedule and other operational requirements and, as such, regular communication will be required to confirm the event schedule on a bi-weekly and monthly basis.

A supervisor and/or manager must be reachable at all hours. Should they not be onsite they should be able to be within a couple of hours.

5.6 On-site Presence

5.6.1 Availability

5.6.1.1 During operating hours, there must be at least one cleaner on-site at all times in case of incident. While there is a performance on the Mainstage, a cleaner must carry a Confederation Centre supplied radio and be available to Front of House staff should there be an issue that needs to be addressed.

5.6.1.2 Cleaning staff can be authorized to access the building when it is not open to the public but there must be at least 2 cleaners on-site during this time for safety reasons.

5.6.1.3 Confederation Centre rarely closes and, due to the availability of a generator, is a designated warming centre in case of emergency. Because of this, it is the Supervisor and Managers responsibility that their staff be present for work during inclement weather (within reason).

5.6.2 Security

5.6.2.1 Cleaning staff must sign in and out at the Richmond Street Security Desk to indicate they are in the facility in case of emergency.

5.6.2.2 Facility keys will be issued to the Contractor and must be returned to the Security Desk at the request of the Centre. Office keys are available upon request at the Security Desk and will not be issued.

5.6.2.3 The Contractor is responsible for the security of the buildings as determined by the Centre, to the extent of locking and unlocking doors necessary for the completion of work.

5.6.2.4 The Contractor will ensure that the employees close and lock all windows, and that all lights are shut off when not required.

5.6.2.5 Locked offices and storage areas to be cleaned when scheduled or when required. All doors are to be locked when cleaning is completed.

5.6.2.6 Cleaning staff are not permitted to loiter in the building before or after work nor are cleaning staff permitted to use office equipment or materials.

5.6.2.7 The Contractor will provide each month to the Centre a list of names and addresses of all employees employed on this Contract.

5.6.2.8 The Contractor is responsible to ensure that all employees are fully aware of and comply with site security regulations and requirements, and to provide at the Contractor's cost, translations in the employees' working language(s), if necessary. The Contractor is to have their employees attend emergency awareness sessions provided by the Centre from time to time at the Contractor's cost.

5.6.2.9 The Contractor must stress, on a regular basis, the importance to his/her employees of compliance with security requirements. Any breach of such requirements by an employee may be grounds for his/her removal from the site.

6. CUSTODIAL STAFF

6.1 Professional Standards

6.1.1 The work shall be performed in a professional manner, to the entire satisfaction of Confederation Centre. The Contractor's employees shall be capable and qualified, in all aspects, of so performing the work.

6.1.2 All Contractor staff working at Confederation Centre facilities are to be bonded and have been vetted through a vulnerable sector check.

6.1.3 The cleaner is expected to be familiar with the cleaning requirements of their assignments and the quality standards that will be used to assess the quality of the work.

6.1.4 The Contractor's work force is public facing and part of the Confederation Centre Team. All contractor employees shall be courteous to all staff and patrons in the performance of their employment duties.

6.1.5 The Contractor will instruct all employees that gratuities will not be accepted or solicited for any reason by them from patrons or staff and will ensure the employees' compliance.

6.1.6 For security, identification, hygiene and aesthetic reasons, the Contractor shall ensure that all employees wear at all times when working under this Contract, a clean uniform which identifies Contractor's name. Confederation Centre will provide the Contractor with the appropriate branding standards.

6.1.7 The Contractor will ensure that all employees wear suitable, safe, and neat appearing footwear, in keeping with the type of work that they are assigned under this Contract, and in accordance with any applicable safety legislation or regulations.

6.1.8 Confederation Centre shall negotiate with the successful Contractor to hire as many current custodial employees as possible providing them continued employment located at the Centre. These cleaners would enable a simplified transition with their depth of experience at the facility.

6.2 Scheduling

6.2.1 The performance of the work is of a visible and time-critical nature in view of patrons and clients. It is an essential condition of this Contract that the team of custodial staff proposed are reliable and available to support all required tasks. To this end, the Contractor is required to maintain sufficient qualified employees on call to minimize non-performance of this Contract.

6.2.2 Failure to provide the required number of employees will result in a reduction in the Contract price as set out in the Terms of Payment and possible termination of this contract.

6.2.3 Employees assigned to Cleaning Services work on any shift shall complete all such work required during the shift and shall not be withdrawn from the worksite without immediate replacement with another qualified cleaner.

6.2.4 Breach of the above during the performance of the Contract may result in the employee(s) being deemed absent for the whole of the shift in which the breach took place, with the corresponding reduction in the Contract price.

6.2.5 The Contractor will provide Confederation Centre with the following information on a monthly basis with updates being provided as they occur:

- Employees' shift schedule;
- Employee assignments for Cleaning Services.

6.3 Supervision

6.3.1 The Supervisor and Manager are responsible for direct supervision and training of all cleaning personnel under this contract as well as inspects all areas of work completed to determine areas that need special attention.

6.3.2 The Supervisor and Manager will be the Contractor's representative responsible to ensure the competent performance of the work, by:

- making daily routine inspections to ensure the work is performed as specified;
- providing routine schedules and inspections.

6.3.3 The Supervisor and Manager will be responsible for ensuring quality control of the work being performed in every shift and that the work meets the quality standards.

6.3.4 In an emergency or under extraordinary conditions, the Centre may call the Supervisor and/or Manager into the site upon (2) hours verbal notice.

7. MATERIALS & EQUIPMENT

7.1 Material Inventory

7.1.1 The Contractor will submit to Confederation Centre a complete list of all materials and equipment conforming to the requirements outlined in this section. The list will include the brand name, origin, composition, capacity, model or type number and manufacturer's name. The

contractor must supply with the list noted above, the Material Safety Data Sheets (MSDS), available from suppliers of products used for cleaning in the Center's facilities.

7.1.2 The materials used by the Contractor shall be manufactured under quality control conditions with quality control batch numbers and supplier's name included on the cases or containers.

7.1.3 No substitution of specified materials and equipment on the Contractor's part will be permitted without the prior written approval of Confederation Centre.

7.1.4 Proposals for substitution may only be submitted by the Contractor after award of Contract. Such requests must include statements of respective costs of items originally specified and the proposed substitution as well as the MSDS sheets for the substituted product.

7.1.5 Proposals for substitution of materials and equipment will be considered by Confederation Centre as long as the substitution meets cleaning standards of the Centre.

7.1.6 The Contractor must ensure that adequate materials and supplies are onsite at all times to meet service requirements. Should sufficient inventories of materials and supplies not be kept onsite this may be considered default of the Contractor at the discretion of Confederation Centre.

7.1.7 The Contractor shall provide each Cleaner with the materials and supplies appropriate for the performance of the work in their assigned work area.

7.1.8 Materials to be used by the Contractor in performing the work will conform to the following requirements:

- Detergent, general purpose, liquid built: to CGSB 2-GP-107M
- Detergent, germicidal, general purpose, liquid: to CAN/CGSB-2.160-M87.
- Detergent, liquid, non-ionic, unbuilt, concentrated: to CAN/CGSB-2.175-M86
- Cleaning compound, general purpose, powder to: to CGSB 2-GP-141MA.
- Remover, for water-emulsion type floor wax: to CAN/CGSB-2.60-M86
- Compound cleaning, toilet bowls and urinals: to CAN/CGSB-2.46-M87
- Compound cleaning, toilet bowl: to CAN/CGSB-2.47-M87
- Glass cleaner: to CAN/CGSB-2.55-M85
- Floor sealer for resilient surfaces: to CAN/CGSB-25.20-M88
- Buffable water emulsion floor wax: to CAN/CGSB-25.3-M86
- Metal polish: to CAN/CGSB-25.6-M88
- Liquid silicone furniture polish: to CAN/CGSB-25.10-M88
- Plastic garbage bags – 22X24 - Clear – Regular
- Plastic garbage bags – 26X36 - Clear - Strong
- Plastic garbage bags – 35X50 - Clear - Extra Strong
- Paper Towel – 422' roll accommodating existing dispensers
- Toilet Paper – 1000' roll (2-ply embossed) accommodate existing dispensers
- Toilet Paper – 2-ply individually wrapped rolls accommodating existing dispensers
- Hand soap - liquid.
- Urinal screens.
- Bodily fluid clean up kits.

- Deodorizer/disinfecting spray.
- Hand sanitizer gel.
- Cone Cups (4.5 oz. white paper).
- Kleenex (6X100) Individual Boxes.
- Disinfecting Wipes.

7.2 Health & Safety - Materials

7.2.1 Materials used by the Contractor must not pose a health or safety risk to users of the Centre's facilities, consequently, every effort must be made to utilize the most environmentally friendly and safe cleaning products available on the market.

7.2.2 Liquid supplies will be kept in plastic containers that the Cleaners will be able to carry to the actual place of application.

7.2.3 All contents of containers must be clearly identified on the exterior, and apply the appropriate dangerous goods identification if applicable. The Workplace Hazardous Materials Information System (WHMIS) symbol must be displayed where applicable and MSDS sheets must be posted in plain view in the cleaner's closet.

7.3 Facility & Fixture Safeguards

7.3.1 The Contractor is to ensure that all products are compatible with the surface on which they are used.

7.3.2 Confederation Centre may require that the contractor provide samples of Contractor's materials and have them tested at the Contractor's expense to ensure that they comply with the standard specified and that they do not pose health or safety risks.

7.3.3 The cost of repair of any damage to the site resulting from use or misuse of any material or equipment will be charged to and paid for by the Contractor. Extreme care is to be taken especially while working with self-propelled equipment with appropriate offsets being allowed around sensitive areas.

7.3.4 The Contractor shall provide and maintain suitable means to safeguard any building, within which the work is being performed, and its contents from injury, dust and defacement during the progress of work.

7.3.5 Under no circumstances shall the Contractor's staff touch, clean close to, or use cleaning solutions around artwork located in the Centre's facilities. Any damage to artwork as a result of the Contractor staff's actions shall be the full responsibility of the Contractor.

8.3 Equipment Inventory

8.3.1 The Contractor will submit to Confederation Centre a complete list of all equipment conforming to the requirements outlined in this section. The list will include the brand name, capacity, model or type number and manufacturer's name.

8.3.2 The Contractor's equipment must be in good operating order, well maintained, and clean prior to use on the Contract.

8.3.3 The Contractor will equip all electrical machines with electrical cord, of adequate capacity, complete with ground wire and three-pronged plug. The Contractor will ensure that all electrical cords are in good condition and that they are not frayed.

8.3.4 The Contractor shall provide each Cleaner with the equipment appropriate for the performance of the work in their assigned work area.

8.3.5 The Contractor must ensure that adequate equipment are onsite at all times to meet service requirements. Should sufficient inventories equipment not be kept onsite this may be considered default of the Contractor at the discretion of Confederation Centre.

8. FACILITY SAFETY

8.1 Building Safety

8.1.1 The Contractor shall immediately report any hazardous conditions to the Centre.

8.1.2 In the event of any incidents, altercations or accidents involving the public, Contractor employees, or Centre employees, the Contractor will notify the Centre immediately. The Centre may require a detailed written incident report from the Contractor describing the hazard, unsafe working condition or incident.

8.1.3 The Contractor will observe, exercise and use caution to avoid injury to persons or property, or annoyance to, or undue interference with, the public and operations in the building.

8.1.4 The Contractor will ensure that all ladders, scaffolding or other devices required for cleaning operations are firm, stable and in good operating condition and shall be placed, shifted and removed in such a manner and with such precaution as will ensure the safety of and minimal interference to patrons and staff in the work areas affected.

8.2 Material Storage

8.2.1 The Contractor will store all cleaning materials which are flammable or susceptible to spontaneous combustion in metal containers that are equipped with self-closing tight-fitting lids when not in use. Containers must be placed in ULC cabinets located around the Centre.

8.2.2 The Contractor's employees will keep all waxes, polishes and other flammable cleaning materials tightly sealed and stored separately from rags and other cleaning materials and equipment.

8.2.3 The use of gasoline, highly flammable solvents or cleaning materials is prohibited inside all the buildings which are to be cleaned under this Contract.

8.2.4 The Contractor will ensure that a Material Safety Data Sheet (MSDS) for each product is posted in the cleaner's closet and that the storage of products comply with all WHMIS regulations. A copy of the current MSDS sheets are to be provided to the Centre.

8.2.5 The Contractor's employees will deposit all contents of ashtrays in a metal container equipped with a self-closing tight fitting lid. This container must not be stored in the same container as litter.

9. ENVIRONMENTAL PROTECTION

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City regulations, Waste Management guidelines, and any other applicable acts and/or City Bylaws in respect to air, earth and water pollutants.

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APPENDIX B – CUSTODIAL TASK SCHEDULE

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|-----------------------|----------------------------|------------------------|------------------------|---|
| Library & Art Gallery | Administrative Offices | Monday - Friday | Monday - Friday | Gather Garbage Vacuum |
| | | Monthly | Monthly | Dust Wipe hard surfaces |
| Library | Admin Area incl. Marketing | Monday - Friday | Monday - Friday | Vacuum Gather Garbage Dust Dry Mop Scrub Floor (if required) |
| Library | Admin Water Fountain | Sunday - Saturday | Sunday - Saturday | Clean |
| Library | CEO Office and Washroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage Scrub Floor Napkin Can Clean Sink Clean Counter Clean Toilet Clean Mirrors Clean Walls Replace TP and PT as required Check Soap Vacuum |
| | | Monthly | Monthly | Dust |
| Library | Finance Bathroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage Clean Mirror Clean Sink Clean toilet Scrub Floor Replace TP and PT as required Check Soap |
| Library | Admin Washroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage Clean Mirror Clean Sink Clean toilet Scrub Floor Check Soap Check Napkin Container |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|-----------------------------------|---|------------------------|------------------------|-------------------------------|
| | | | | Replace TP and PT as required |
| Library | Admin Kitchenette | Monday - Friday | Monday - Friday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floors (if required) |
| | | | | Wipe Counters |
| | | | | Wipe exterior of appliances |
| Library | Stage Door & Commissionaire | Sunday - Saturday | Sunday - Saturday | Vacuum Mats |
| | | | | Gather Garbage |
| | | | | Dry Mop |
| | | | | Sweep Stairs |
| | | | | Scrub Floor (if required) |
| Library - Ends Feb 28, 2022 | Library Lower Offices | Sunday - Saturday | Sunday - Saturday | Wipe Counter |
| | | | | Gather Garbage |
| | | | | Vacuum |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| Library - Ends Feb 28, 2022 | Library Stairs | Sunday - Saturday | Sunday - Saturday | Vacuum |
| | | | | Wipe Railings |
| Library - Ends Feb 28, 2022 | Library Main Level | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Clean Glass |
| | | | | Dust Tables |
| Library - Ends Feb 28, 2022 | Library Second level - (Adult Non-Fiction) | Sunday - Saturday | Sunday - Saturday | Dust Counter |
| | | | | Gather Garbage |
| | | | | Dry Mop |
| | | | | Clean Glass |
| | | | | Dust Tables |
| Library - Ends Feb 28, 2022 | Library Elevator | Sunday - Saturday | Sunday - Saturday | Dust Counter |
| | | | | Scrub Floor (if required) |
| | | | | Wipe button panel |
| Library - Ends Feb 28, 2022 | Library Second Level - (Above Children's Library) | Sunday - Saturday | Sunday - Saturday | Scrub Floor |
| | | | | Wipe Walls |
| | | | | Gather Garbage |
| Library - Ends Feb 28, 2022 | Library Staff Washroom | Sunday - Saturday | Sunday - Saturday | Vacuum Carpets |
| | | | | Tidy Area |
| | | | | Gather Garbage |
| Library - Ends Feb 28, 2022 | Library Staff Washroom | Sunday - Saturday | Sunday - Saturday | Scrub Floor |
| | | | | Clean Sink |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties | | |
|-----------------------------|-----------------------|----------------------------|----------------------------|-------------------------------|---------------------------|--|
| | | | | Clean Counter | | |
| | | | | Clean Toilet | | |
| | | | | Clean Mirror | | |
| | | | | Clean Walls | | |
| | | | | Replace TP and PT as required | | |
| | | | | Check Soap | | |
| Library - Ends Feb 28, 2022 | Library Staff Kitchen | Sunday - Saturday | Sunday - Saturday | Gather Garbage | | |
| | | | | Dry Mop | | |
| | | | | Scrub Floors (if required) | | |
| | | | | Wipe Counters | | |
| | | | | Wipe Cupboard doors | | |
| | | | | Wipe exterior of appliances | | |
| Library | Hambly Boardroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage | | |
| | | | | Vacuum | | |
| | | | | Wipe Table | | |
| | | | | Dust | | |
| Library | Library Washrooms | Sunday - Saturday | Sunday - Saturday | Gather Garbage | | |
| | | 1 Deep clean | 1 Deep clean | Dry Mop | | |
| | | All tasks | All tasks | Scrub Floor | | |
| | | 2 Light cleanings | 2 Light cleanings | Napkin Cans | | |
| | | All tasks | All tasks | Clean Sinks | | |
| | | | | Clean Counters | | |
| | | | | Clean Toilets | | |
| | | | | Clean Mirrors | | |
| | | | | Clean Walls | | |
| | | | | Replace TP and PT as required | | |
| | | | | Check Soap | | |
| | | | | Monday - Saturday | Sunday - Saturday | |
| | | | | All tasks daily | All tasks daily | |
| | | | | (1 Show Weekday) | (1 Show Weekday) | |
| | | | | Pre-show touch up | Pre-show touch up | |
| | | | | Pre-Intermission touch up | Pre-Intermission touch up | |
| | | Post-Intermission touch up | Post-Intermission touch up | | | |
| | | Monday - Saturday | | | | |
| | | All tasks twice daily | | | | |
| | | (2 Show Weekday) | | | | |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|---------------|-----------------------------|----------------------------|------------------------|-------------------------------|
| | | Pre-show touch up | | |
| | | Pre-Intermission touch up | | |
| | | Post-Intermission touch up | | |
| Library | Loading Dock Bathroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Napkin Can |
| | | | | Clean Sink |
| | | | | Clean Counters |
| | | | | Clean Toilet |
| | | | | Clean Mirror |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Library | Operations Staff Kitchen | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floors (if required) |
| | | | | Wipe Counters |
| | | | | Wipe Cupboard doors |
| | | | | Wipe exterior of appliances |
| Memorial Hall | Concourse and Memorial Hall | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub |
| | | | | Tidy Furniture |
| | | | | Walk Behind Scrubber |
| | | | | Wipe Tables |
| | | As Required | As Required | Interior Glass |
| | | | Semi-Annually | Strip |
| | | | Quarterly | Seal/Wax Floors |
| Memorial Hall | Showcases in Concourse | As Required | As Required | Clean Glass |
| Memorial Hall | Studio 1 | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | Weekly | Weekly | Wipe Walls |
| | | Weekly | Weekly | Dust |
| | | | Semi-Annually | Strip/Seal/Wax Floor |
| | Studio 2 | Sunday - Saturday | Sunday - Saturday | Gather Garbage |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|---------------|--|------------------------|---|-------------------------------|
| Memorial Hall | | | | Clean Mirror |
| | | | | Dry mop |
| | | | | Scrub Floor |
| Memorial Hall | Studio Lounge Washroom | As per event schedule | As per event schedule | Gather Garbage |
| | | | | Scrub Floor |
| | | | | Napkin Cans |
| | | | | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Memorial Hall | Studio Lounge | As per event schedule | As per event schedule | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Vacuum |
| Memorial Hall | Catering Office | Monday - Friday | Monday - Friday | Gather Garbage |
| | | Monthly | Monthly | Dust |
| Memorial Hall | Catering Kitchen and Dry Storage Hallway | Monday - Saturday | Monday - Saturday | Dry Mop |
| | | | Semi-Annually | Strip/Seal/Wax Floor |
| Memorial Hall | Main Kitchen | Monday - Saturday | Sunday - Saturday | Gather Garbage |
| | | (1 Show Weekday) | (1 Show Weekday) | Dry Mop |
| | | All tasks daily | All tasks as per Theatre and Event Schedule | Scrub Floor (if required) |
| Memorial Hall | Concourse Concessions | Monday- Saturday | Sunday - Saturday | Gather Garbage |
| | | (1 Show Weekday) | (1 Show Weekday) | Vacuum |
| | | All tasks daily | All tasks as per schedule | Wipe Counter |
| Theatre | Stage Management Office | Sunday - Saturday | Check Weekly | Wipe Furniture |
| | | | | Clean Interior Glass |
| | | | | Gather Garbage |
| Theatre | Mainstage | Monday- Saturday | Sunday - Saturday | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Gather Garbage |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|----------|---|----------------------------|----------------------------|-------------------------------|
| | | (1 Show Weekday) | (1 Show Weekday) | Scrub Floor |
| | | All tasks daily | All tasks as per schedule | Wipe Seat (hard surfaces) |
| | | (2 Show Weekday) | | Wipe Hand Rails |
| | | All tasks twice daily | | Clean Fabric (if required) |
| | | | Semi-Annually | Steam Clean Carpet |
| Theatre | Anne Display Showcase | As required | As required | Clean Glass |
| | | | | Dust |
| Theatre | Box Office and Offices | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Sweep |
| | | | | Scrub Floor (if required) |
| | | | | Dust |
| | | | | Clean Glass |
| | | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | 1 Deep clean | 1 Deep clean | Dry Mop |
| | | All tasks | All tasks | Scrub Floor |
| | | 2 Light cleanings | 2 Light cleanings | Napkin Cans |
| | | All tasks | All tasks | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Theatre | Lower Foyer Washrooms - (Gendered & Non-Gendered) | Monday - Saturday | Sunday - Saturday | |
| | | All tasks daily | All tasks daily | |
| | | (1 Show Weekday) | (1 Show Weekday) | |
| | | Pre-show touch up | Pre-show touch up | |
| | | Pre-Intermission touch up | Pre-Intermission touch up | |
| | | Post-Intermission touch up | Post-Intermission touch up | |
| | | | | |
| | | Monday - Saturday | | |
| | | (2 Show Weekday) | | |
| | | All tasks twice daily | | |
| | | Pre-show touch up | | |
| | | Pre-Intermission touch up | | |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|----------|--------------------------------|--------------------------------------|---------------------------------------|---------------------------|
| | | Post-Intermission touch up | | |
| Theatre | Front of House office | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Dust |
| Theatre | Upper Foyer | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Dust |
| | | | Annual | Steam Clean Carpet |
| Theatre | Lower Foyer | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Dust |
| | | | Quarterly (Minimum) | Steam Clean Carpet |
| Theatre | Queen St. Entrance | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Sweep |
| | | | | Scrub Floor (if required) |
| Theatre | Queen St. Elevator and Hallway | Sunday - Saturday | Sunday - Saturday | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Wipe bumpers |
| | | | | Wipe button panel |
| | | | | Clean Interior Glass |
| Theatre | Pedway Entrance | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Sweep Stairs |
| | | | | Scrub Floor (if required) |
| | | | | Vacuum |
| | | | | Dust |
| Theatre | Pedway (Up to Mall Entrance) | Monday - Saturday | Monday - Saturday | Vacuum |
| | | | | Dust |
| | | | | Quarterly (Minimum) |
| Theatre | Backstage Hall | Monday - Saturday All tasks daily | Sunday - Saturday (1 Show Weekday) | Gather Garbage |
| | | | | Dry Mop |
| | | | | All tasks as per schedule |
| Theatre | Backstage - Green Room | Monday - Saturday All tasks daily | Sunday - Saturday (1 Show Weekday) | Gather Garbage |
| | | | | Scrub Floor (if required) |
| | | | | All tasks as per schedule |
| | | | | Check Fridge |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|----------|--|--|--------------------------------------|---|
| Theatre | Backstage Dressing Rooms | Monday - Saturday All tasks daily | Sunday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as per schedule | Scrub Floor (if required) Dust |
| Theatre | Backstage Washrooms Includes Dressings Rooms and outside Wardrobe Dept. | Monday - Saturday All tasks daily | Monday - Saturday All tasks daily | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Napkin Cans |
| | | | | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required Check Soap |
| Theatre | Backstage Water Fountain | Sunday - Saturday | Sunday - Saturday | Clean |
| Theatre | Wig Room | Monday - Saturday (All tasks daily) | As requested | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Dust |
| Theatre | Crew Room and Offices | Monday - Saturday (All tasks daily) | Sunday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as per schedule | Vacuum |
| | | | As requested | Dust |
| Theatre | Wardrobe | Monday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as per schedule | Scrub Floor (if required) |
| | | Monthly | Dust | |
| Theatre | Props | Monday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as requested | Scrub Floor (if required) |
| Theatre | Pit and Pit Bathroom | Monday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as requested | Scrub Floor (if required) |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|-------------|--|------------------------|---|-------------------------------|
| | | | | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Theatre | Mawson Rehearsal | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Dust |
| | | | | Clean Glass |
| Art Gallery | Hall to Schurman Family Studio | Monday | Monday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| Art Gallery | Schurman Family Studio | Monday - Saturday | Friday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Clean Glass Door |
| Art Gallery | Schurman Family Studio Washroom | Monday - Saturday | Friday or As requested for PD Day and March Break Camps | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Clean Sink |
| | | | | Clean Counter |
| | | | | Clean Toilet |
| | | | | Clean Mirror |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Art Gallery | Art Gallery Lower East & West Upper East & West | Sunday - Saturday | Monday - Saturday | Gather Garbage |
| | | | | Vacuum |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Wipe Stair Rails |
| Art Gallery | Art Gallery Kitchenette | Monday - Friday | Monday - Friday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floors (if required) |
| | | | | Wipe Counters |
| | | | | Wipe exterior of appliances |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|-------------|----------------------------------|------------------------|---------------------------|-------------------------------|
| Art Gallery | Art Gallery Admin Washroom | Sunday - Saturday | Sunday - Saturday | Gather Garbage |
| | | | | Scrub Floor |
| | | | | Clean Sink |
| | | | | Clean Counter |
| | | | | Clean Toilet |
| | | | | Clean Mirror |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Art Gallery | Art Gallery Elevator | Sunday - Saturday | Monday - Saturday | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Wipe bumpers |
| | | | | Wipe button panel |
| Art Gallery | Art Gallery Resource Area | Monday - Friday | Monday - Friday | Gather Garbage |
| | | | | Vacuum |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |
| | | | | Dust |
| Art Gallery | Art Gallery Sub Basement Hallway | Weekly | Weekly | Dry Mop |
| | | | | Scrub Floor (if required) |
| Art Gallery | Grafton St Loading Area Washroom | Monday - Friday | Monday - Friday | Gather Garbage |
| | | | | Scrub Floor |
| | | | | Clean Sink |
| | | | | Clean Counter |
| | | | | Clean Toilet |
| | | | | Clean Mirror |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Art Gallery | Grafton St Loading Area | Monday - Friday | Monday - Friday | Dry Mop |
| | | | | Scrub Floor (if required) |
| The Mack | Mackenzie Basement Washroom | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | 1 Deep clean | (1 Show Weekday) | Dry Mop |
| | | All tasks | All tasks as per schedule | Scrub Floor |
| | | 1 Light cleaning | or as requested | Clean Sinks |
| | | All tasks | | Clean Counters |
| | | | | Clean Toilets |
| | | Clean Mirrors | | |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|----------|----------------------------------|------------------------|---------------------------|-------------------------------|
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| The Mack | Mackenzie Rehearsal | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Dust |
| The Mack | Mackenzie Dressing rooms | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | | (1 Show Weekday) | Dry Mop |
| | | | All tasks as per schedule | Scrub Floor (if required) |
| | | | or as requested | Dust |
| The Mack | Mackenzie Water Fountain | Monday - Saturday | Monday - Saturday | Clean |
| The Mack | Mackenzie Stairs | Monday - Saturday | Monday - Saturday | Dry Mop |
| | | | | Scrub Floor (if required) |
| The Mack | Mackenzie Main Level Washrooms | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | 1 Deep clean | 1 Deep clean | Dry Mop |
| | | All tasks | All tasks | Scrub Floor |
| | | 1 Light cleaning | | Napkin Cans |
| | | All tasks | | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| | | Monday - Saturday | Sunday - Saturday | |
| | | All tasks daily | All tasks daily | |
| | | (1 Show Weekday) | (1 Show Weekday) | |
| | Pre-show touch up | Pre-show touch up | | |
| The Mack | Mackenzie Main Level | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | 1 Deep clean | 1 Deep clean | Dry Mop |
| | | All tasks | All tasks | Scrub Floor (if required) |
| | | 1 Light cleaning | 1 Light cleaning | Wipe Table Tops |
| | | All tasks | All tasks | Wipe Chairs |
| The Mack | Mackenzie Music Room and Offices | Monday - Saturday | Monday - Saturday | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |

| Pavilion | Area | Required Days (Summer) | Required Days (Winter) | Duties |
|----------|------|------------------------|------------------------|--------|
| | | Monthly | Monthly | Dust |

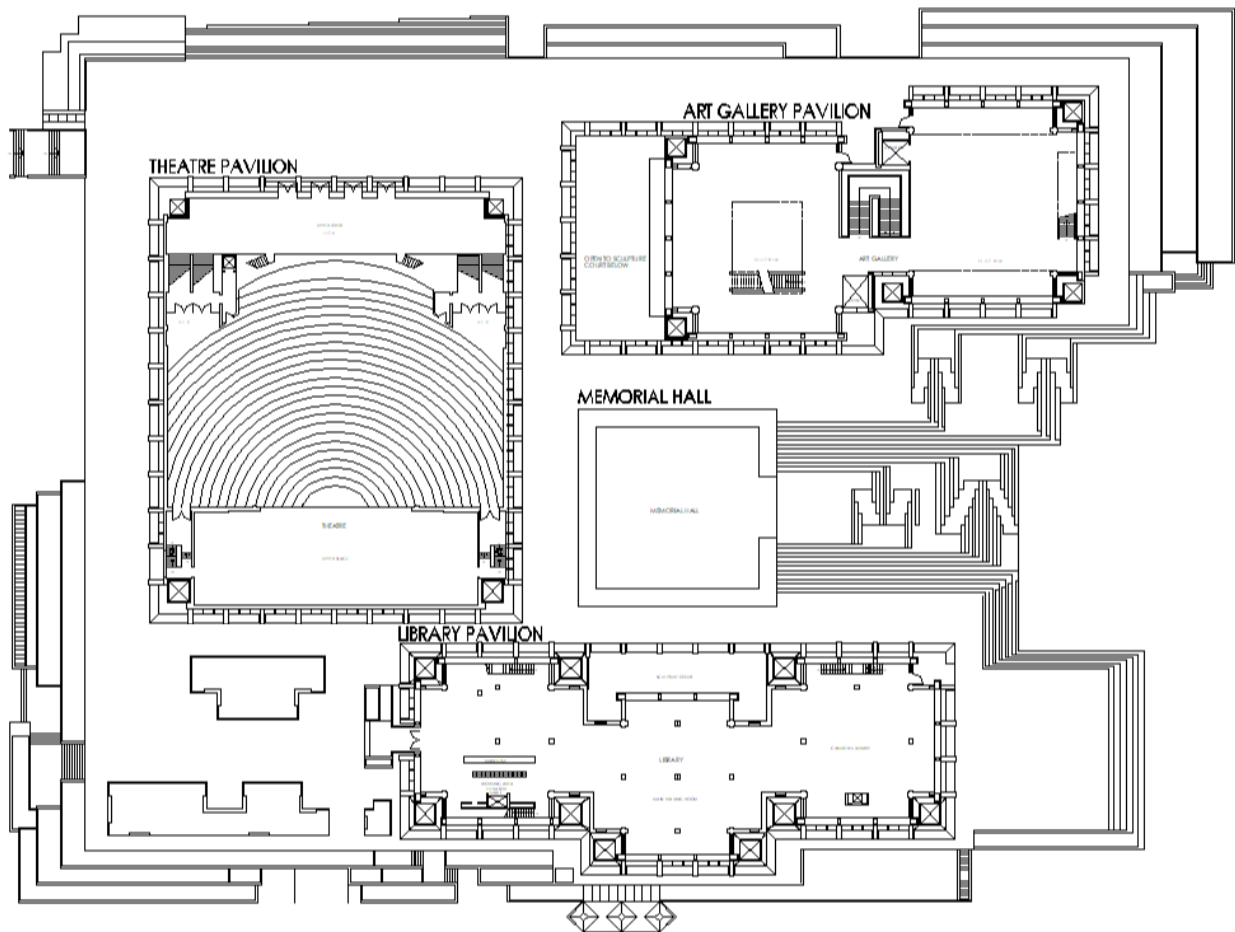
| Building | Area | April 1 – October 15 | October 16 - March 31 | Duties |
|------------|----------|----------------------------|-----------------------|-------------------------------|
| Scene Shop | Bathroom | All tasks 3 times per week | All tasks weekly | Gather Garbage |
| | | | | Dry Mop |
| | | | | Scrub Floor |
| | | | | Clean Sinks |
| | | | | Clean Counters |
| | | | | Clean Toilets |
| | | | | Clean Mirrors |
| | | | | Clean Walls |
| | | | | Replace TP and PT as required |
| | | | | Check Soap |
| Scene Shop | Office | All tasks 3 times per week | All tasks weekly | Gather Garbage |
| | | | | Dust |
| | | | | Dry Mop |
| | | | | Scrub Floor (if required) |

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APPENDIX C – PROPERTY MAP AND CONFEDERATION CENTRE PLANS

Confederation Centre of the Arts

Confederation Centre of the Arts is located on the plot of land bounded by Grafton Street on the North, Queen Street on the West, Richmond Street on the South, and Province House on the East. The physical construction extends generally to the property lines in all four directions. In general, Confederation Centre of the Arts consists of a series of pavilions connected by a highly utilized concourse. The building is presented on four levels including a basement, concourse level below grade, the plaza level on a plinth above grade, and a mezzanine level in the Art Gallery and Library.



The building is a designated National Heritage Site and is located in the Heritage Zone as defined by the City of Charlottetown Zoning By-law. As such, renovations may require review by the Heritage Review Board depending on what is being contemplated.

The Theatre, Art Gallery, Memorial Hall, and Library are connected below grade and accessible by various entrance locations.

- The Theatre is a four-storey structure consisting of the main house and stage, rising from the concourse level to the plaza level, and a balcony located a storey above the plaza level.

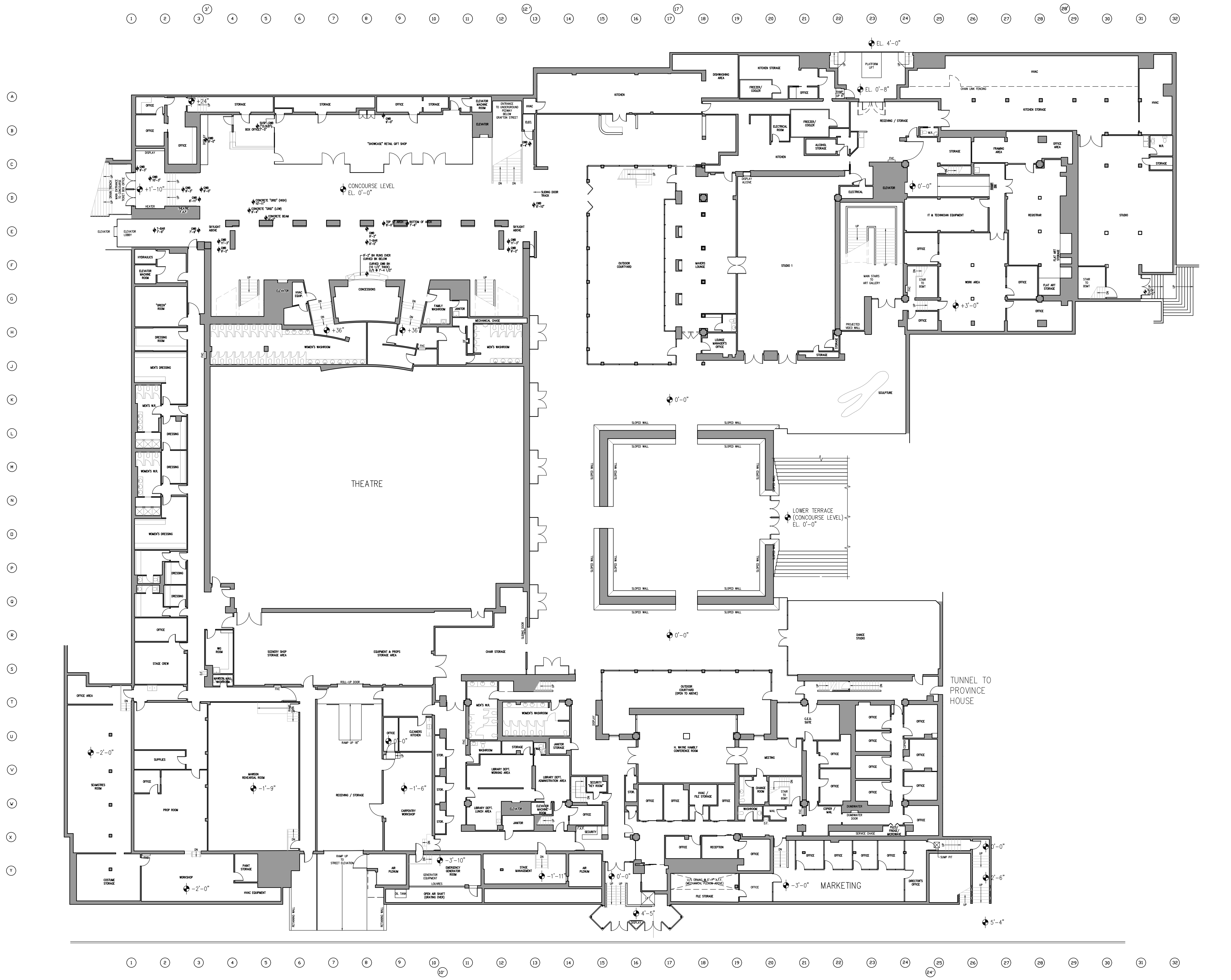
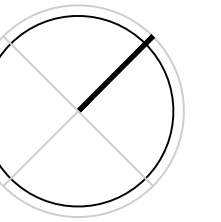
- The Library is a four-storey structure consisting of the concourse level used primarily to accommodate administrative services, main level Library at the plaza, and second floor Library one storey above the plaza. A basement level under the Library houses storage space.
- The Art Gallery is a four-storey structure consisting of basement level, concourse level, main floor gallery at the plaza level and upper level mezzanine gallery located one level above the plaza.
- Memorial Hall is a two-storey structure with the floor at concourse level and roof extending up through the plaza level, expressed in a grid of skylights.

The following outlines gross areas of the respective floors and areas of the facility:

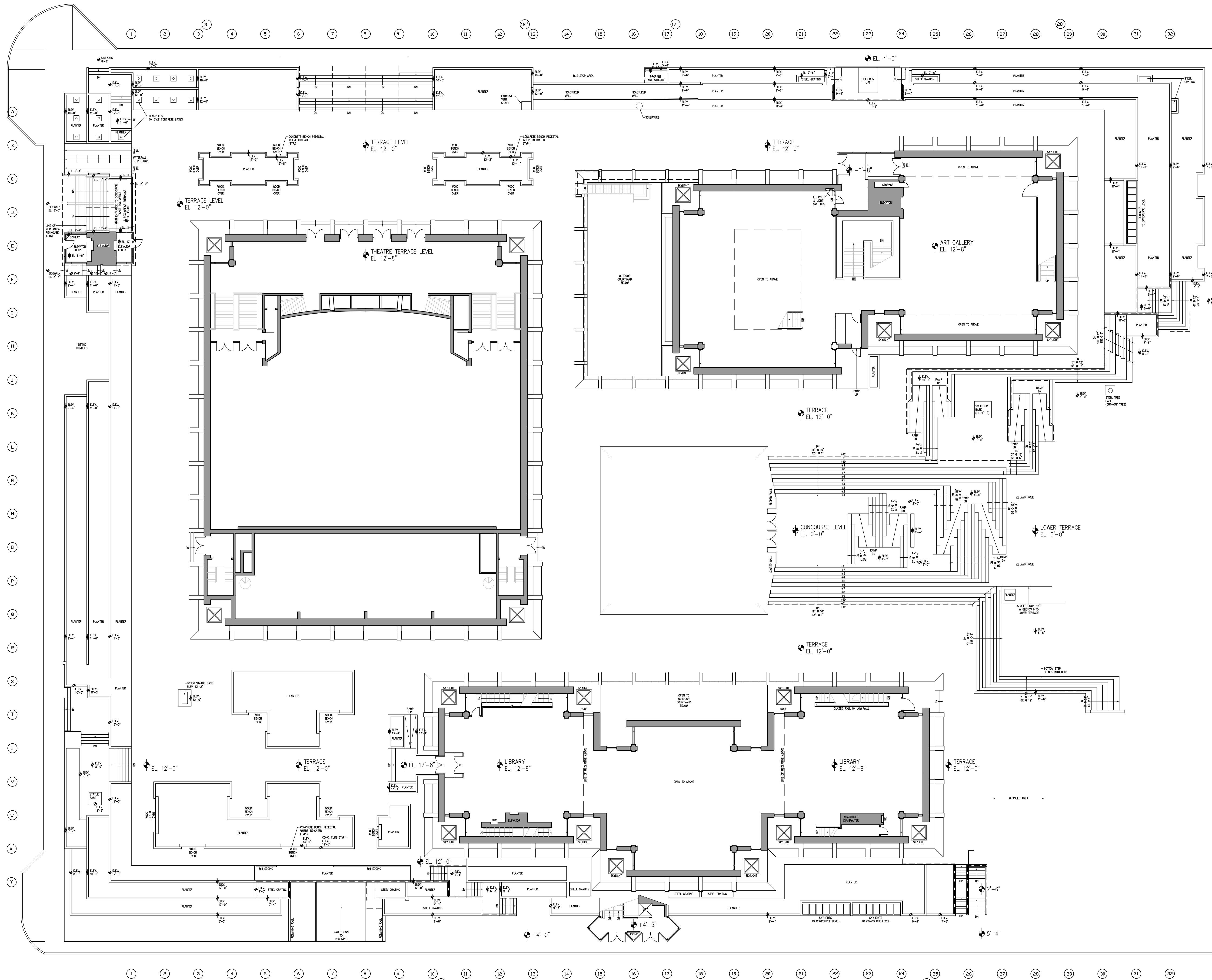
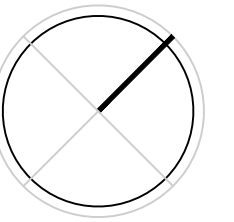
| | Theatre | Art Gallery | Library | Memorial Hall | Total (Sq. Ft) |
|-----------------------|--------------|--------------|--------------|---------------|----------------|
| Mezzanine | | 7794 | 4664 | | 12458 |
| Plaza | 15673 | 8500 | 8321 | | 32494 |
| Concourse | 30116* | 23151 | 19408 | 12676 | 85351 |
| Basement | | 9558 | 7984 | | 17542 |
| Total (Sq. Ft) | 45789 | 49003 | 40377 | 12676 | 147845 |

*Included in this area is ~ 12,500 sq. ft. for the Lobby

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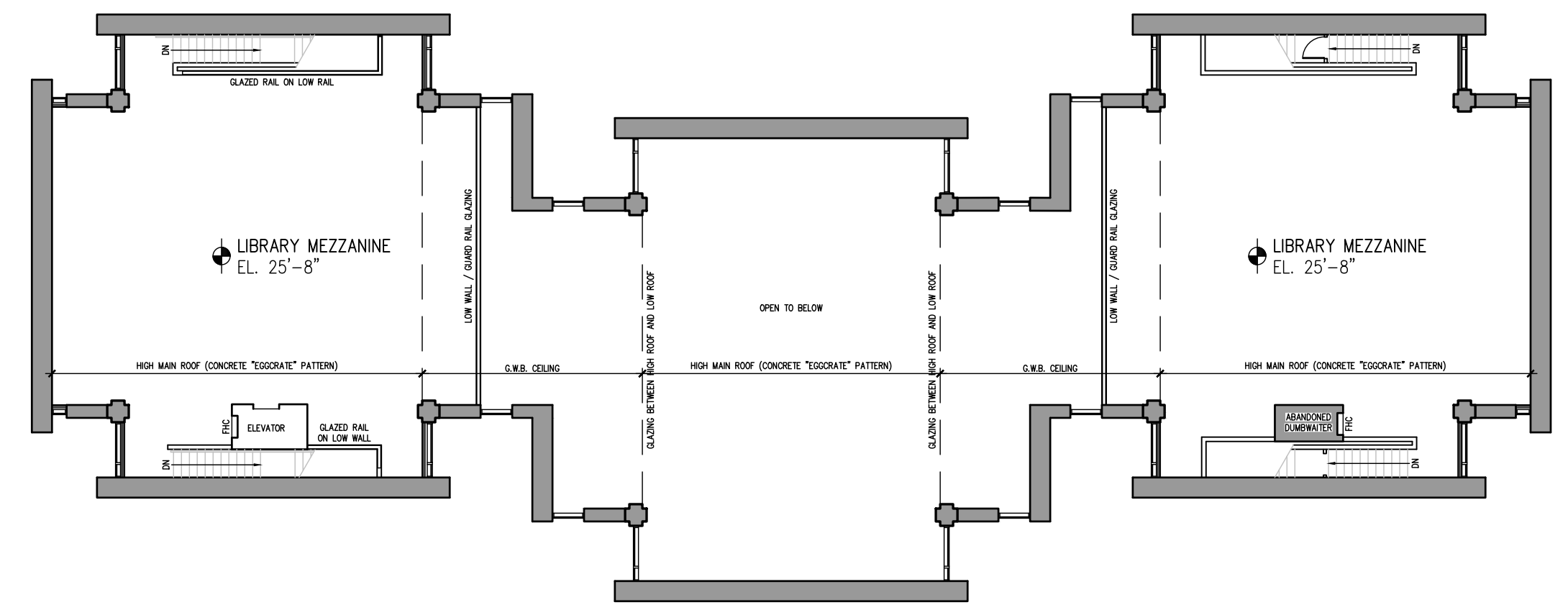
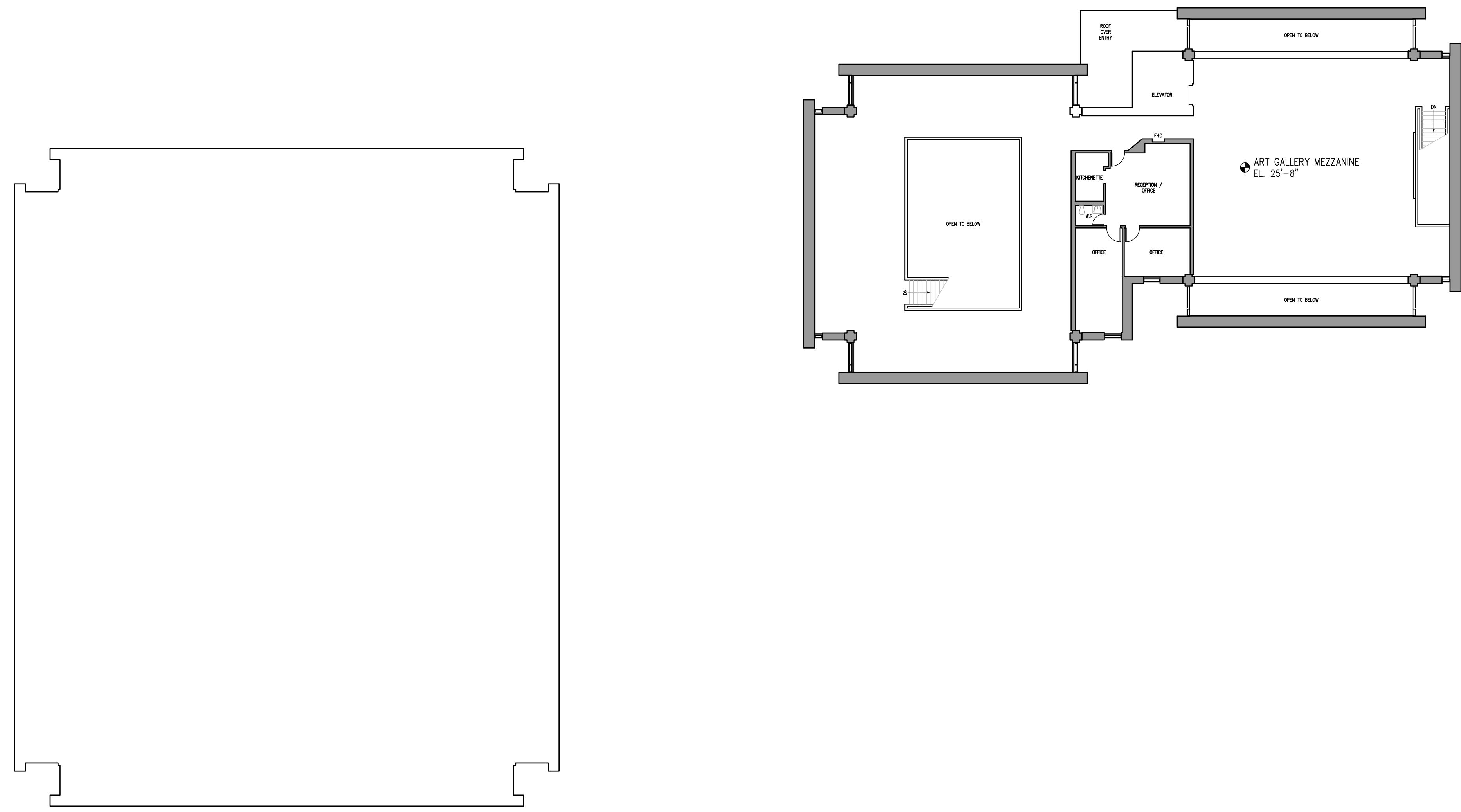
CONFEDERATION CENTRE OF THE ARTS
EXISTING CONDITIONS
CONCOURSE LEVEL PLAN



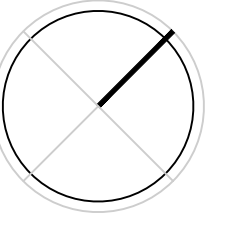
CONFEDERATION CENTRE OF THE ARTS
EXISTING CONDITIONS
PLAZA LEVEL PLAN

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32



CONFEDERATION CENTRE OF THE ARTS
EXISTING CONDITIONS
LEVEL TWO PLAN

The Mack

The Mack is located on the plot of land bounded by Grafton Street on the South, Great George Street on the West, and commercial buildings on the North and East. The physical construction extends generally to the property lines in all four directions. In general, The Mack is presented on three levels containing the following areas:

- Main Floor Layout: Theatre, entrance, bar, seating area, ladies and accessible washrooms and stage.
- Second Floor Layout: Two offices, music room, technical booth and two catwalks.
- Basement Layout: Rehearsal room, dressing rooms, men's washrooms, 2-piece washroom, laundry and storage rooms.

The following outlines gross areas of the respective floors of the facility:

| | Total (Sq. Ft) |
|-----------------------|-----------------------|
| Main Floor | 4530 |
| Second Floor | 1950 |
| Basement | 4365 |
| Total (Sq. Ft) | 10,845 |

Floor plans are currently unavailable. However, an on-site visit to review the facility is available as per Section 5 [Site Visits](#) of the RFP.

Scene Shop

The Scene Shop (“Hillstrom”) is located at 72 Hillstrom Ave in the West Royalty Industrial Park. In general, the building is one storey with a small mezzanine level containing the following areas:

Main Floor Layout: Carpentry, fabrication, and painting area, mechanical room, 2 piece washroom, and small office.

Mezzanine Layout: Open and closed areas utilized as storage space.

The following outlines gross areas of the respective floors of the facility:

| | Total (Sq. Ft) |
|-----------------------|-----------------------|
| Main Floor | 7200 |
| Second Floor | 3600 |
| Total (Sq. Ft) | 10,800 |

Floor plans are unavailable. However, questions can be asked regarding the washroom and office during the [Site Visit](#).

APPENDIX D – GOODS AND SERVICES CONTRACT

Custodial Services Contract

This agreement is entered into on _____ (“**Effective Date**”), by and between _____ (the “Client”) and _____ (the “Contractor”), collectively the “Parties”.

Both Parties therefore agree as follows:

Article 1 – General Conditions

1.1 Contract Definitions

1.1.1 “Contract” means all the documents referred to and identified in the Contract;

1.1.2 “Amendment” means “Revision”;

1.1.3 “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;

1.1.4 “Compensation”, means the proposal costs, subject to adjustment as may be agreed by the Client and Contractor from time to time.

1.2 Priority of Documents

1.2.1 In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up this Contract, the General Conditions govern.

1.3 Contract Assignment

1.3.1 Neither the whole nor any part of the services may be subcontracted by the Contractor without prior written consent of the Client.

1.3.2 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Client and any assignment made without the consent is void and of no effect.

1.3.3 No assignment of the Contract shall relieve the Contractor from any obligations under the Contract or impose any liability upon the Client.

Article 2 – Scope of Services

2.1 The Client wishes to obtain the Contractor's services to perform the tasks and duties outlined as per the Client's Custodial Services RFP and the Contractor's Proposal _____ dated _____.

2.2 The Client may, in writing, at any time during the term of the Contract, order additional services, dispense with a portion of the work, and/or change any portion of the work if such changes are, in the opinion of the Client, consistent with the general intent of the original Contract. The Contractor will comply with such orders and changes as if the same had appeared in and been part of the Contract.

2.3 The Client reserves the right to negotiate with the successful Contractor to hire as many current custodial employees as possible providing them continued employment located at the Centre. These cleaners would enable a simplified transition with their depth of experience at the facilities.

Article 3 – Duration of Agreement

3.1 The Contractor will commence the provision of services beginning on _____ (“Start Date”) until _____ (“Expiry Date”) or the agreement is terminated for cause.

3.2 After the initial year of the contract has passed, the Client will provide written notice to renew the contract for an additional two (2) year period or to terminate the contract as per Article 8 for cause. Further to this, upon successful delivery of services during the three (3) year contract, the Client reserves the right to exercise the option to renew or renegotiate this contract for an additional two (2) year period with the Contractor without issuing a public RFP.

3.3 After the expiration of this agreement, the Client will proceed with a competitive Request for Proposal process to which the Contractor can submit a new proposal.

Article 4 – Payment Terms

4.1 Payment - The Client shall pay the Contractor the total of the amounts owing to the Contractor referred to in Clause 4.2, less the amounts owing to Client in Clause 4.3. The Contractor shall accept such amount as payment in full satisfaction for services furnished under the terms of this contract. When making any payment to the Contractor, the failure of the Client to deduct an amount owing to the Client from an amount owing to the Contractor shall not constitute a waiver of the right to do so, nor an admission of lack entitlement to do so in any subsequent payment to the Contract.

4.2 Amount Payable to the Contractor - The amounts payable to the Contractor are the total annual costs referred to in the Contractor’s Custodial Services RFP

response, any additional negotiated changes to the original response, or other conditions of this Contract.

4.3 Amount Payable to the Client - The amounts payable to the Client are a total of the amounts (if any) that the Contractor is liable to pay the Client pursuant to the other conditions of this Contract.

4.4 Payment Period - For the purposes of these Terms of Payment, "Payment Period" means an interval of two (2) weeks or any such interval of agreed upon by the Client and the Contractor. Delay by the Client in making payment to the Contractor shall not be deemed to be a breach of the Contract.

4.5 Submission of Invoices - The Contractor shall, upon the expiration of a Payment Period, deliver to the Client a payment claim (invoices) in a format acceptable to the Client, and shall provide supporting documentation as may be required by the Client, describing any portion of services completed during the Payment Period.

4.6 Approval of Charges – The Client shall validate the amounts payable to the Contractor pursuant to the terms of the Contract, and provide confirmation that the work has been performed in accordance with the Contract terms. Final approval of the charges shall release the payment to the Contractor. If the Client has any objection to the form of the invoice or the substantiating documentation within (15) fifteen days of its receipt, it shall notify the Contractor of the nature of the objection.

4.7 Payment of Initial Invoice – Approval and payment of the Contractor's first invoice under this Contract will not be made until certificates of insurance, security,

schedules and equipment listings and any other requirements under the Contract have been met by the Contractor and accepted by the Client.

4.8 Method of Payment - Payment by the Client for the Work shall be made, in the case of a payment other than the final payment, within thirty (30) days following the date of an approved invoice, or in the case of a final payment, within thirty (30) days following the date of receipt of an approved final claim, or within thirty (30) days following the date on which the Work is completed, whichever is the later.

4.9 Termination - If the Contract is terminated pursuant to Article 13, the Client shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

4.10 Payment not Binding on the Client - Neither the approval of an invoice as per section 4.6 nor any payment made by the Client pursuant to this Article shall be construed as an admission by the Client that the services, material, or any part thereof is complete, satisfactory, or in accordance with the Contract.

4.11 Changes to Routine Cleaning – The Client may, at any time during the period of the Contract order changes in the work. The hourly rate for the given period will be held with increases or decreases in the hours worked.

4.12 Absenteeism - Any hours of work called for under this contract which are not provided by the Contractor, will not be paid for. Further, failure to provide the number of hours of work called for is subject to liquidated damages and any remedies provided in the Contract.

4.13 Unit Price Adjustments - The Contractor agrees that the unit or hourly charges agreed to shall be used in determining price adjustment for increases or decreases in the Work required.

4.14 Non-performance/Liquidated Damages - The Contractor shall be responsible for each evidenced instance of failure to meet the specified quantities and type of labour; the specified quantities and type of materials and the quantity, type, and serviceability of specified equipment. Liquidated damages may be assessed by the Client for such failures, calculated as follows:

4.14.1 When the work called for has not been done or has not been completed to the standard specified in these specifications as determined by the Client, the Contractor will not be paid for the hours worked.

4.14.2 Failure to provide, in the opinion of the Client, the necessary labour, equipment, and materials necessary for the completion of the work is considered a breach of contract. The Client, at its discretion, may source the supply of the work from other contractors. Any costs borne by the Client for this service will be deducted from any payments due the Contractor. The use of liquidated damages in this material breach of contract does not alleviate the Contractor from other contract remedies provided in the Contract.

Article 5 – Labour and Materials

5.1 The Contractor shall use local labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

5.2 No prospective employee in the Province of Prince Edward Island shall, with relation to his employment or eligibility for employment, be discriminated against or favored by reason of sex, racial origin, religious views, or political affiliations.

Article 6 – Security

6.1 The Client reserves the right to remove any person from the work and its facility if, in the opinion of the Client, that person is a security risk.

6.2 Facility keys issued to the Contractor and employees shall be their sole responsibility and shall be returned upon demand to the Client.

Article 7 – Insurance

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

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

7.2 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.

7.3 Proof of Insurance - Within fourteen (14) days after notification of contract award, the Contractor shall deposit with the Client, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

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

7.5 Insured - Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured's, Fathers of Confederation Building Trust.

7.6 Payment of Deductible - The amount of the deductible, if any, shall be borne by the Contractor.

7.7 Public Liability and Property Damage Insurance - The Contractor 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 injuries 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 \$2,000,000.00

The policy shall be issued with a deductible amount of not more than \$1,000.00 per occurrence applying to property damage claims only.

7.8 Third Party Liability Insurance 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 Contractor.

Minimum acceptable amount is \$2,000,000.00.

Article 8 – Contract Security Requirements

8.1 Obligation to provide Contract Security - The Contractor shall, at the Contractor's own expense, provide contract security in a form acceptable to the Client. The Vendor shall deliver to the Client the contract security within 14 days after the date that the Contractor receives notice that the Contractor's proposal was accepted by the Client.

8.2 Contract Security Types and Amounts

8.2.1 The Contractor shall provide to the Client a performance bond in an amount that is equal to not less than 25% of the total contract amount or in the case of a multiple year contract, 25% of the first year amount of the Purchase Order, OR a security deposit in an amount that is equal to \$50,000.

8.2.2. A performance bond referred to in Clause 8.2.1 shall each be in a form and be issued by a bonding or surety company that is approved by the Client.

8.2.3 A security deposit, in a form acceptable to the Client (e.g. irrevocable standby letter of credit, certified cheque, bank draft) shall be held as security for the performance of the contract.

8.2.4 The contract security deposit will be retained by the Client until such time as the Client determines that the Contractor's obligations under the contract have been fulfilled or until the contract otherwise comes to an end,

whichever comes first. The contract deposit shall be returned to the Contractor except that, if the Contractor fails to perform its obligations under the contract, the Client may enforce the contract security deposit and may apply the contract security deposit or any part thereof to the damages incurred by the Client. The application of the contract security deposit by the Client shall not constitute a waiver nor in any way defeat or affect the rights and remedies which the Client has by law.

8.2.5 The Client will not pay interest on contract security.

Article 9 – Contractor Status

9.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of the Client. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, or Income Tax.

9.2 It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Payment Terms Article.

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Article 10 – Applications, Reports, Payments by Contractor and Applicable Legislation

10.1 It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Income Tax, Canada Pension Plan, Unemployment Insurance, or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

10.2 It shall be the sole responsibility of the Contractor to comply with all Federal, Provincial and Municipal Legislation(s) which may have application to the services being performed under the Contract.

10.3 It is understood and agreed that the cost to the Contractor of doing those things is not to be charged to or reimbursed by the Client in any way; such costs having been taken into consideration and included in the Contractor's costs.

10.4 The Contractor shall comply with all Provincial Legislation affecting conditions of work and wage rates.

Article 11 - Events Beyond Contractor's Control

11.1 The Client agrees that if the Contractor is unable to complete the Services by the Completion Date because of events beyond the Contractor's control (such as fire, flood, acts of God, vandalism, pandemic, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Client to pay the Contractor for the Services will be extended in the same manner.

Article 12 – Limitation of Liability

12.1 The Contractor will indemnify and save harmless the Client from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction of Contractor property or injury to or death of any employee, sub-contractor, or agent representing the Contractor while providing services under this agreement.

12.2 The Contractor shall indemnify the Client from all costs, charges, and expenses whatsoever that the Client sustains or incurs in or about all claims, actions, suits, and proceedings for 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 the Client of anything furnished pursuant to the Contract.

12.3 The Contractor's liability to indemnify or reimburse the Client under the Contract shall not affect or prejudice the Client from exercising any other rights under law.

Article 13 – Termination

13.1 The Client can terminate the agreement by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of the Client.

13.2 All work completed by the Contractor to the satisfaction of the Client before the giving of such notice shall be paid for by the Client in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Client shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

13.3 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 notice given by the Client.

Article 14 – Default of Contractor

14.1 The Client may, by notice to the Contractor, terminate the whole or any part of the work if: 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 if 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 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Client's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

Article 15 - Notice

15.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by email, or registered mail, addressed to the party from whom it is intended at the address mentioned in the Contract and any notice, request,

direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

Article 16 - Entire Agreement

16.1 This document reflects the entire agreement between the Contractor and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both the Contractor and the Client.

- END OF PAGE -

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“Client”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

“Contractor”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____