



English Language School Board

Stratford Office • PO Box 8600 • Charlottetown PE C1A 8V7 • 902-368-6990 (T) • 902-368-6960 (F)
Summerside Office • 288 MacEwen Road • Summerside PE C1N 0J1 • 902-888-8400 (T) • 902-888-8449 (F)

ENGLISH LANGUAGE SCHOOL BOARD

Grass Cutting Tenders

Sealed tenders are now being accepted for grass cutting services at various schools throughout the English Language School Board .

Tender packages with specifications may be obtained at the English Language School Board offices located at 2-234 Shakespeare Drive, Stratford, PE, or 288 MacEwen Road, Summerside.

The tender package can also be accessed from the Government of PEI Procurement website:

<http://www.gov.pe.ca/tenders>

Lowest or any tender not necessarily accepted.

Please forward tenders to the Stratford or Summerside offices.

Closing date for tenders is Friday, April 15, 2016 at 12:00 noon.



ENGLISH LANGUAGE SCHOOL BOARD

INSTRUCTIONS FOR GRASS CUTTING **SUMMER 2016, 2017**

THIS TENDER WILL BE FOR A TWO (2) YEAR PERIOD (SUMMER OF 2016 AND SUMMER OF 2017) WITH AN OPTION TO RENEW FOR THE SUMMER OF 2018

1. Contractor will be notified by the school when cutting is required.
2. **Please tender per cut.** Billing to be submitted not more than once a month.
3. After each cutting, the bill **must be signed by the custodian before being sent to the District Office.** Any unsigned bills will not be paid.
4. The English Language School Board can revoke any tender if the terms outlined on the tender sheet are not followed.
5. **No cutting on Sunday.**
6. Cutting to include trimming around buildings, walks, entrances, fences, playground equipment, trees and all ditches including those between property and highways adjoining schools. Total trimming has to be completed with each cutting or payment will not be made.
7. Caution is to be taken not to damage trees, shrubs and flowers with mowers and power line trimmers. The cost of any such damage will be deducted from bills submitted. **NOTE:** The replacement cost of some of these trees is in the hundreds of dollars.
8. Contractors must provide Motor Vehicle Liability Insurance coverage (minimum amount \$2,000,000) and Commercial General Liability Insurance coverage (minimum amount \$3,000,000). The successful bidder will receive an insurance form to be completed by your insurance company.
9. Legal requirement dictate that contracted services may not be entered into with individuals who have not attained the legal age of 18 years.
10. Personal Safety Equipment and equipment safety devices as required by the Provincial Occupational Health & Safety Act must be used at all times while operating equipment on English Language School Board property. Owners/operators are responsible to ensure that these safety devices are in place and safe work practices are followed.

The following is list of safety equipment required on all grass cutting equipment:

- CSA approved hearing protection
- CSA approved safety glasses
- CSA safety approved footwear
- All equipment guards in place
- All standard safety devices must be in working order

Non-domestic lawn tractors, i.e. farm tractors and commercial grass cutting equipment, must have roll-over protection and a seat belt.

11. **Faxes will not be accepted for grass cutting tenders.**
12. **CLOSING DATE FOR TENDERS IS FRIDAY, APRIL 15, 2016 AT 12:00 noon**

ENGLISH LANGUAGE SCHOOL BOARD
SUMMER 2016 and 2017 - GRASS CUTTING TENDER FORM

Cutting Equipment:

(1) Make: _____ H.P. _____ Cutting Width _____

Cutter type: _____

(2) Make: _____ H.P. _____ Cutting Width _____

Cutter type: _____

Insurer: _____ Policy No. _____ Coverage _____

Contractor's Name: _____

Company Name: _____

Phone: _____ Cell Phone: _____

Mailing Address: _____

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School Bidding On	Tender Price Per Cut (including taxes)
Amherst Cove Cons. School	
Athena Cons. School	
Central Queens Elem. School	
Donagh Regional School	
Ellerslie Elem. School	
Elm Street Elem. School	
Englewood School	
Greenfield Elem. School	
Gulf Shore School	
Kensington Int. School	
Kinkora Reg. High School	
Miscouche Cons. School	
Parkside Elem. School	
Queen Elizabeth Elem. School	
Somerset Elem. School	
Summerside Int. School	

ENGLISH LANGUAGE SCHOOL BOARD

GRASS CUTTING TENDERS

SUMMER 2016 and 2017

The following is the list of schools the English Language School Board is accepting tenders for grass cutting for the summer of 2016 and 2017 with an option to renew for the summer of 2018. **Please visit each school you are bidding on and speak to the Custodian who will show you the specific area you will be expected to cut and trim.**

School	Areas to be cut
Amherst Cove Cons. School	Lawn, playground, sports field (13 acres)
Athena Cons. School	Lawn, playground, sports field (9.5 acres)
Central Queens Elem. School	Sports field
Donagh Regional School	Lawn, sports field and playgrounds
Ellerslie Elem. School	Lawn, playground, sports field (7 acres)
Elm Street Elem. School	Lawn, playground, sports field (6 acres)
Englewood School	Lawn, sports field and playground
Greenfield Elem. School	Lawn, playground, sports field (13 acres)
Gulf Shore School	Sports field area only
Kensington Int. School	Lawn, sports field (12.5 acres)
Kinkora Reg. High School	Lawn (4 acres)
Miscouche Cons. School	Lawn, playground, sports field (6 acres)
Parkside Elem. School	Lawn, playground, sports field (1 acre)
Queen Elizabeth Elem. School	Lawn, playground, sports field (13 acres)
Somerset Elem. School	Lawn, playground, sports field (7 acres)
Summerside Int. School	Lawn, sports field (1 acre plus new soccer field)



English Language School Board

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April 4, 2016

Note to all Bidders:

We have included in this package **FOR INFORMATION ONLY** the following documents. You are not required to complete them.

1. CONTRACT AGREEMENT
2. SCHEDULE "A" - THE WORK
3. SCHEDULE "B" - LOCATION OF WORK TO BE PERFORMED
4. SCHEDULE "C" - CERTIFICATE OF INSURANCE FORM

After the tender closes, if you are the successful bidder, we will forward a completed copy for you to sign and return to our office.

Should you have questions, please give us a call at 902-368-6962.

THIS AGREEMENT made this _____ day of _____ .

BETWEEN: **ENGLISH LANGUAGE SCHOOL BOARD (formerly known as the Eastern School District (Stratford) and the Western School Board (Summerside) of, Prince Edward Island**

(hereinafter referred to as the "Board")

OF THE FIRST PART

AND: _____ of _____ in
County, Province of Prince Edward Island

(hereinafter referred to as the " Contractor ")

OF THE SECOND PART

WHEREAS the Board wishes to engage the services of the Contractor to carry out the work described in Schedule A herein;

AND WHEREAS the Contractor has agreed to provide the Board with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Contractor and the Board

1. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (The Work), in a manner satisfactory to the Board.
2. Subject to the termination clause, the term of this agreement shall commence on the ____ day of _____ and end on the ____ day of _____.

The English Language School Board retains the right to initiate a one year option to renew individual contracts if it so chooses. This option is at the discretion of the English Language School Board and not the vendor. If initiated, this option would have the contracted vendor provide services described in Schedule "A" (The Work) for the 2018 summer (ending October 31, 2018). Initiation of this option would commence upon written notification to the vendor from the English Language School Board.

Per the tender completed by the English Language School Board, under the rules and regulations of the Prince Edward Island Public Purchasing Act, the agreed upon rates for services in Schedule "A" (The Work), subject to the Termination Clause, are listed on Schedule "B" (Location of Work to be Performed - Grass Cutting).

Payments, Records and Accounts

3. The Contractor shall follow the procedure described below to obtain payment for services rendered.

After each cutting, the bill must be signed by the custodian before being sent to the Board office. Any unsigned bills will not be paid. Submit bill to the Board office not more than once a month. Your cheque will be issued at the end of each month.

The school will notify the contractor when cutting is required.

Conditions and Records of Employment

4.
 - a. The parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in paragraph 3 hereof.
 - b. The parties agree that entry into this agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of the Board, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
5.
 - a. The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax or any other similar matter which the Contractor as a self-employed person or organization may be required by law to make in connection with the work to be performed under this Agreement.
 - b. The Contractor agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal legislation which may have application to the work being performed under this Agreement.
 - c. **The Contractor, before undertaking any work under this Agreement, shall provide a certificate of good standing by the Workers Compensation Board.**
 - d. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap W-3, the *Workers Compensation Act* R.S.P.E.I. 1994 Cap 67, or any other laws that impose obligations in the nature of employers' obligations.
 - e. The Contractor agrees to accept the full cost of doing those things required under sub-paragraphs 4 (a), 4 (b), 4 (c), and 4(d) above, and will not charge or seek reimbursement from the Board in any way.

Administration

6. The work is to be performed at locations set forth in Schedule "B".
7. The Board shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement.

Termination of Agreement

8. Notwithstanding other provisions of this Agreement, the Board may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the Board and either delivered to the Contractor or mailed to the Contractor's address at the last known place of business. The Board reserves the right to terminate this Agreement due to but not limited to the following: unsatisfactory service, use of unspecified equipment, cancellation of insurance, unlicensed operators or unregistered equipment. This agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against the Board, except for the following: The Contractor will be paid pursuant to and in accordance with paragraph 2 for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by the Board or the Contractor on account.
9. In the event that a contracted school has been subject to final closure (the school has ceased operations), the contracted grass cutting services outlined in Schedule "A" (The Work), will be terminated with no financial obligation remaining with the English Language School Board.
10. Notice in this agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

11. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the Board, unless the information, knowledge or data is generally available to the public.

Freedom of Information and Protection of Privacy Act

12. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The Contractor may be consulted prior to release of any information.
13. Contractors whose work for Board involves the collection or use of personal

information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

Indemnification and Assumption of Liability

14. The Contractor shall indemnify and hold harmless the Board, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

Insurance Requirements

15. The Contractor shall, without limiting his obligations or liabilities herein, and at his own expense, provide and maintain the following insurances in forms and amounts acceptable to the Board.
 - (a) The Contractor shall have Commercial General Liability coverage in an amount not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence against bodily injury and property damage. The Board is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - (a) Blanket Written Contractual Liability;
 - (b) Personal Injury Liability;
 - (c) Non-owned Automobile Liability;
 - (d) Cross Liability;
 - (e) Operation of Attached Machinery.

Commercial General Liability insurance shall be endorsed to provide the Board with thirty (30) days advance written notice of cancellation or material change.

- - (b) Automotive liability coverage (Standard Automobile Policy) on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00).
 - (c) The Contractor has permission from the Board to use subcontractors that the Contractor is required to ensure that each sub-contractor also carries the same insurance required by this contract.

All the foregoing insurance shall be primary and not require the sharing of any

loss by any insurer of the Board nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the Board prior to commencement of work by the Contractor and must be updated as required during the Term. English Language School Board's Certificate of Insurance form - (Schedule C)

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Board. Default of delivery or receipt by the Board shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Disputes

16. In the event of a dispute, the parties agree to negotiate in good faith in order to find a resolution. In the case of a serious dispute where no resolution is reached within 30 days, the parties agree to resolve their dispute in accordance with the Arbitration Act, R.S.P.E.I. 1988, Cap.A.

Entire Agreement

17. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Board. If the Contractor is unable to perform the services described in Schedule A for a period of time due to illness, mechanical breakdown or any other reason, the Contractor shall arrange for a subcontractor to perform the services and pay the subcontractor directly for the performance of those services. The Contractor shall obtain consent of the Board prior to the subcontractor commencing performance of the services.
18. This agreement shall enure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
19. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
20. This agreement, including Schedules "A", "B", and "C" constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
21. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED & DELIVERED)
in the presence of:

)
)
)
)
)

English Language School Board,

SIGNED, SEALED & DELIVERED)
in the presence of:

)
)
)
)
)

“ Contractor “

SCHEDULE "A"
"THE WORK"

To Contract between the English Language School Board and

dated the ____ day of _____, 2016

1. The Contractor shall provide complete mechanized grass cutting service(s) for the location(s) specified in Schedule "B":
2. Operators are to have a valid Prince Edward Island driver's license appropriate to the type of equipment being operated. Contracted services may not be entered into with individuals who have not attained the legal age of 18 years.

All operators must follow all applicable safe work procedures and must have taken any safety training courses required under the OHS Act of Prince Edward Island. Personal Safety Equipment and equipment safety devices as required by the Provincial Occupational Health & Safety Act must be used at all times while operating equipment on English Language School Board property. Owners/operators are responsible to ensure that these safety devices are in place and safe work practices are followed.

The following is a list of safety equipment required on all grass cutting equipment:

- CSA approved hearing protection
- CSA approved safety glasses
- CSA safety approved footwear
- All equipment guards in place
- All standard safety devices must be in working order

Non-domestic lawn tractors, i.e. farm tractors and commercial grass cutting equipment, must have roll-over protection and a seat belt.

3. The performance of the work shall be as follows:

The cutting is to include trimming around buildings, walks, entrances, fences, playground equipment, trees and all ditches including those between property and highways adjoining schools. Total trimming has to be completed with each cutting or payment will not be made.

4. The timing of work performed shall be as follows: **No cutting on Sunday.**
5. The Contractor shall be responsible for any damage incurred during the execution of the work under this contract, and shall, at no expense to the Board repair the damage to the satisfaction of the Board. Cost of damage to trees, shrubs and flowers with mowers and power line trimmers will be deducted from bills submitted. The replacement cost of some of these trees is in the hundreds of dollars.

Contractor's Signature

SCHEDULE "B"
"LOCATION OF WORK TO BE PERFORMED"
GRASS CUTTING

To Contract between the English Language School Board and

dated the _____ day of _____ .

**** Please visit each school and speak to the custodian who will show you the area you will be expected to cut.**

#	SCHOOL	ADDRESS	AREA TO BE CUT	Bid Price Per Cut
1	Amherst Cove. Cons School	300 Carleton Street, Borden-Carleton	Lawn, playground, sports field (13 acres)	
2	Athena Cons. School	150 Ryan Street, Summerside	Lawn, playground, sports field (9.5 acres)	
3	Central Queens Cons. School	19821 Rte 2, Hunter River	Sports field	
4	Donagh Regional School	928 Bethel Rd, Rte 215, Donagh	Lawn, sports field and playgrounds	
5	Ellerslie Elem. School	1226 Ellerslie Rd., Rte 133, Ellerslie-Bideford	Lawn, playground, sports field (7 acres)	
6	Elm Street Elem. School	256 Elm Street, Summerside	Lawn, playground, sports field (6 acres)	
7	Englewood School	20280 Rte 1, Victoria	Lawn, sports field and playground	
8	Greenfield Elem. School	100 Darby Street, Summerside	Lawn, playground, sports field (13 acres)	
9	Gulf Shore School	185 Hilltop Ave., North Rustico	Sports field area only	
10	Kensington Int. School	19 Victoria Street E., Kensington	Lawn, sports field (12.5 acres)	
11	Kinkora Reg. High School	54 Anderson Road, Kinkora	Lawn (4 acres)	
12	Miscouche Cons. School	19 School Street, Miscouche	Lawn, playground, sports field (6 acres)	
13	Parkside Elem. School	195 Summer Street, Summerside	Lawn, playground, sports field (1 acre)	
14	Queen Elizabeth Elem. School	2 Saunders Lane, Kensington	Lawn, playground, sports field (13 acres)	
15	Somerset Elem. School	30 Somerset Street, Kinkora	Lawn, playground, sports field (7 acres)	
16	Summerside Int. School	247 Central Street, Summerside	Lawn, sports field (1 acre plus new soccer field)	

Contractor Signature

No cutting on Sunday

ENGLISH LANGUAGE SCHOOL BOARD CERTIFICATE OF INSURANCE

Proof of liability insurance will be accepted on this form only (with no amendments).

Personal information on this form is collected under Section 31(c) of the Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988 c.F-15.01 as it relates directly to and is necessary for confirming the insurance of independent contractors and will be used solely for this purpose. If you have any questions about this collection of personal information, you may contact the English Language School Board by telephone at 902.368.6990, 902.888.8400, or toll free at 1-800-280-7965

This is to certify that the insured set forth is insured with the Insurance Company, which insurance is described below:

Name of Insured:

Address of Insured:

Description of operations to which this Certificate applies:

Type of Insurance	Policy Number	Effective Date (d/m/y)	Expiry Date (d/m/y)	Limits of Liability (Canadian collars unless indicated otherwise)	
				Coverage	Amount of Insurance
Commercial General Liability: <input type="checkbox"/> Claims made, OR <input type="checkbox"/> Occurrence <input type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Contingent employer's liability <input type="checkbox"/> Cross Liability <input type="checkbox"/> Non-owned automobiles <input type="checkbox"/> Owner's and contractor's protective coverage <input type="checkbox"/> Contractual liability <input type="checkbox"/> Operation of attached machinery				General aggregate	\$
				Each occurrence	\$
				Products and completed operations aggregate	\$
				Non-owned automobile	\$
Automobile Liability: <input type="checkbox"/> All vehicles owned or leased by insured, OR <input type="checkbox"/> Described automobiles as per attached				Third Party Liability	\$
Excess Liability: <input type="checkbox"/> Umbrella form <input type="checkbox"/> Other than umbrella form (specify):				Each occurrence	\$
				Aggregate	\$
Other (describe):					
Note:					

This is to certify that:

- The ENGLISH LANGUAGE SCHOOL BOARD has been added as an additional insured on the Commercial General Liability Insurance Policy, but only with respect to its interest in the operations of the named insured.
- The Policies of Insurance, as described above, have been issued by the undersigned to the insured named above and are in force at this time.
- If cancelled or changed in any manner that would affect the English Language School Board, as outlined in coverage specified herein for any reason so as to affect this certificate, 15 days prior written notice for Motor Vehicle Liability and 30 days prior written notice for all other insurance coverage except in the event of non-payment where policy conditions dealing with termination will apply. Written notice is to be given by the insurer(s) to the:

English Language School Board
Stratford Office
P. O. Box 8600
Charlottetown, PE C1A 8V7

English Language School Board
Summerside Office
288 MacEwen Road
Summerside, PE C1N 0J1

This certificate is executed and issued to the aforesaid English Language School Board.

Date:

Name of Insurance Company (not broker):

Name of Insurance Broker:

Signature of Authorized Representative or Official

ENGLISH LANGUAGE SCHOOL BOARD
CERTIFICATE OF INSURANCE

*Contractor Operated Equipment or
Vehicle Rental Listing*

Name of Contractor: _____

List the equipment/vehicle which the contractor has agreed will be used in the performance of the current contract with the English Language School Board:

Year	Make	Model	Serial Number

The following section is to be used in the event of equipment/vehicle changes occur over the term of the Certificate of Insurance:

It is hereby understood and agreed that the Certificate of Insurance completed on _____, 20____ has been amended as follows effective _____, 20____.

The following vehicle/equipment is **added**:

Year: _____ Make: _____ Model: _____ Serial No.: _____

The following vehicle/equipment is **deleted**:

Year: _____ Make: _____ Model: _____ Serial No.: _____

Date:

Policy No:

Broker:

Insurer:

Signature of Authorized Representative or Official