



Public Schools Branch

Stratford Office • PO Box 8600 • Charlottetown PE C1A 8V7 • 902-368-6990 (T) • 902-368-6960 (F)
Summerside Office • 250 Water Street, Suite 201 • Summerside PE C1N 1B6 • 902-888-8400 (T) • 902-888-8449 (F)

PUBLIC SCHOOLS BRANCH

Grass Cutting Tenders

Sealed tenders are now being accepted for grass cutting services at various schools throughout the Public Schools Branch.

Tender packages with specifications may be obtained at the Public Schools Branch offices located at 2-234 Shakespeare Drive, Stratford, PE, or 250 Water Street, Suite 201, Summerside, PE.

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 19, 2019 at 12:00 noon.

PUBLIC SCHOOLS BRANCH

INSTRUCTIONS FOR GRASS CUTTING SUMMER 2019 AND 2020

THIS TENDER WILL BE FOR A TWO (2) YEAR PERIOD (SUMMER OF 2019 AND SUMMER OF 2020) WITH AN OPTION TO RENEW FOR THE SUMMER OF 2021

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 Branch Office.** Any unsigned bills will not be paid.
4. The Public Schools Branch 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. The contractor must visit each location and meet with the Custodian or Property Manager to determine the areas to be cut, trimmed and any other details specific to that location.
8. 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.
9. 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 a Certificate of Insurance form to be completed by your insurance company (we only accept the Public Schools Branch form).
10. Legal requirement dictate that contracted services may not be entered into with individuals who have not attained the legal age of 18 years.
11. 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 Public Schools Branch 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.

12. **Faxes will not be accepted for grass cutting tenders.**
13. **CLOSING DATE FOR TENDERS IS FRIDAY, APRIL 19, 2019 AT 12:00 noon**

PUBLIC SCHOOLS BRANCH
SUMMER 2019 and 2020 - 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: _____

E-mail address: _____

| 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 | |
| Three Oaks Senior High School | |

PUBLIC SCHOOLS BRANCH

GRASS CUTTING TENDERS

SUMMER 2019 and 2020

The following is the list of schools the Public Schools Branch is accepting tenders for grass cutting for the summer of 2019 and 2020 with an option to renew for the summer of 2021. **Please visit each school you are bidding on and speak to the Custodian or Property Supervisor who will show you the specific areas 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) |
| Three Oaks Senior High School | Twenty-nine (29) acres |



Public Schools Branch

Stratford Office • PO Box 8600 • Charlottetown PE C1A 8V7 • 902-368-6990 (T) • 902-368-6960 (F)
Summerside Office • 250 Water Street, Suite 201 • Summerside PE C1N 1B6 • 902-888-8400 (T) • 902-888-8449 (F)

April 3, 2019

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 a 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: **PUBLIC SCHOOLS BRANCH (formerly known as the English Language School Board)** of Prince Edward Island

(hereinafter referred to as the "Branch")

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 Branch 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 Branch 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 Branch

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 Branch.
2. Subject to the termination clause, the term of this agreement shall commence on the ____ day of _____ and end on the ____ day of _____.

The Public Schools Branch 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 Public Schools Branch and not the vendor. If initiated, this option would have the contracted vendor provide services described in Schedule "A" (The Work) for the _____ summer (ending _____). Initiation of this option would commence upon written notification to the vendor from the Public Schools Branch.

Per the tender completed by the Public Schools Branch, 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 Branch office. Any unsigned bills will not be paid. Submit bill to the Branch office not more than once a month. Your monthly payment will be deposited directly into your bank account. Please contact the Branch office to obtain a Vendor Registration form if you are not already in our accounts system.

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 Branch, 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 5 (a), 5 (b), 5 (c), and 5 (d) above, and will not charge or seek reimbursement from the Branch in any way.

Administration

6. The work is to be performed at locations set forth in Schedule "B".
7. The Branch 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 Branch 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 Branch and either delivered to the Contractor or mailed to the Contractor's address at the last known place of business. The Branch 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 Branch, 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 Branch 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 Public Schools Branch.
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 Branch, 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 the Branch 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 Branch, 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 Branch.

- (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 Branch 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 Branch 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 Branch 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 Branch 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 Branch prior to commencement of work by the Contractor and must be updated as required during the Term. Public Schools Branch Certificate of Insurance form - (Schedule C)

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Branch. Default of delivery or receipt by the Branch 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 Branch. 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 Branch 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:

)
)
)
)
)

Public Schools Branch

SIGNED, SEALED & DELIVERED)

in the presence of:

)
)
)
)
)

Contractor

SCHEDULE "A"
"THE WORK"

To Contract between the Public Schools Branch and

dated the _____ day of _____, 201

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 Public Schools Branch 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 Branch repair the damage to the satisfaction of the Branch. 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 Public Schools Branch 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) | |
| 17. | Three Oaks Senior High School | 10 Kenmoore Ave., Summerside | Twenty-nine (29) acres | |

Contractor Signature

No cutting on Sunday

PUBLIC SCHOOLS BRANCH 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 Public Schools Branch 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 dollars 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:

1. The PUBLIC SCHOOLS BRANCH 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.
2. 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.
3. If cancelled or changed in any manner that would affect the Public Schools Branch, 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:

Public Schools Branch
Stratford Office
P. O. Box 8600 Charlottetown,
PE C1A 8V7

Public Schools Branch
Summerside Office
250 Water St, Suite 201
Summerside, PE C1N 1B6

This certificate is executed and issued to the aforesaid Public Schools Branch.

Date:

Name of Insurance Company (not broker):

Name of Insurance Broker:

Signature of Authorized Representative or Official

PUBLIC SCHOOLS BRANCH
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 Public Schools Branch:

| 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